

**KEABSAHAN DAN TANGGUNG JAWAB NOTARIS SEHUBUNGAN  
DENGAN PENDIRIAN PERSEROAN KOMANDITER OLEH SUAMI  
ISTRI TANPA PERJANJIAN KAWIN MANAKALA TERJADI  
KEPAILITAN**

**Oleh**

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**INTISARI**

Tujuan penelitian ini untuk mengkaji dan menganalisis keabsahan pendirian Perseroan Komanditer oleh suami istri tanpa perjanjian kawin serta tanggung jawab notaris terhadap pendirian Perseroan Komanditer tanpa perjanjian kawin manakala terjadi kepailitan.

Penelitian ini bersifat yuridis normatif yang didukung oleh wawancara dengan narasumber, karena dilakukan dengan penelitian kepustakaan untuk memperoleh data sekunder yang kemudian diolah secara kualitatif dan disajikan secara deskriptif. Data sekunder yang diperoleh meliputi bahan hukum primer, bahan hukum sekunder, dan bahan hukum tersier.

Berdasarkan hasil penelitian, maka peneliti menyimpulkan bahwa: pertama, pendirian Perseroan Komanditer oleh suami istri tanpa perjanjian kawin adalah sah karena telah memenuhi syarat sahnya perjanjian sebagaimana diatur dalam Pasal 1320 KUHPerdara. Kedua, notaris tidak memiliki tanggung jawab terhadap pendirian Perseroan Komanditer oleh suami istri tanpa perjanjian kawin manakala terjadi kepailitan karena dalam kepailitan tidak mengurus mengenai akta pendirian Perseroan komanditer serta akta tersebut merupakan akta para pihak, yang mana notaris tidak memiliki tanggung jawab terhadap isi akta para pihak.

**Kata Kunci:** Perseroan Komanditer, Suami Istri, Perjanjian Perkawinan

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**THE VALIDITY AND LIABILITY OF NOTARY PUBLIC TOWARD  
*COMMANDITAIRE VENNOOTSCHAP* ESTABLISHMENT CONDUCTED  
BY HUSBAND AND WIFE WITHOUT PREMARITAL AGREEMENT  
WHEN THE BANKRUPTCY IS OCCURED**

**By**

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**ABSTRACT**

This research is aimed to review and analyze the validity of *Commanditaire Vennootschap* establishment conducted by husband and wife without premarital agreement and the liability of notary public toward the establishment of *Commanditaire Vennootschap* conducted by husband and wife without premarital agreement when the bankruptcy is occurred.

This research is adapted an normative juridical research methodology supported by an expert interview, by conducting library research to acquire secondary data involving primary legal materials, secondary legal materials, and tertiary legal materials. The data that was acquired is processed in qualitative and served in descriptive.

Through the research, it could be summed up: first, the establishment of *Commanditaire Vennootschap* conducted by husband and wife without premarital agreement is valid based on the Article 1320 of Indonesian Civil Code. Second, notary public is not liable toward the establishment of *Commanditaire Vennootschap* conducted by husband and wife without premarital agreement when the bankruptcy is occurred because in the bankruptcy has no longer relationship with the establishment of its *commanditaire vennootschap*, further the establishment deed is only the deed of the party in which the liability of the deed contents is fully on the parties.

Keywords: *Commanditaire Vennootschap*, Husband and Wife, Premarital Agreement