

JURIDICAL ANALYSIS OF RIGHTS REGISTRATION TO BRAND OF HAKI AYAM GEPREK BENSU TO REALIZE LEGAL ASSURANCE (RESEARCH STUDY AT MINISTRY OF LAW AND HUMAN RIGHTS OFFICE RIAU ISLANDS PROVINCE)

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ABSTRACT

Article 1 number (1) in the Law on Marks and Geographical Indications Number 20 of 2016 Marks as objects or assets in grouping objects, which are referred to as intangible movable objects in the form of rights are the rights of the author or copyright (auteurecht), patent rights (octrooirecht) and brand rights (merken recht), Intellectual Property Rights Protection develops according to the need to protect goods or services as trading commodities. Fraudulent acts cause harm to the rightful owner of the mark. The need to protect goods or services from counterfeiting or from unfair competition, also means the need to protect Intellectual Property Rights used in or to produce goods or services. The results of the research on Article 1 number 7 UUJN number 2 of 2014 states the meaning of an authentic deed, namely: "a notarial deed, hereinafter referred to as a deed, is an authentic deed made by or before a notary according to the form and procedure stipulated in this law". in the constitutive system of trademark registration is an absolute thing to do. Trademarks that are not registered will automatically not get legal protection. For this reason, it is hoped that the interests carried out between several parties are based on a mutual agreement which becomes law and legal evidence for those who agree. An agreement is an event where one person promises to another person or where two people promise each other to carry out something. From this event arises a relationship between the two people which is called an engagement. This agreement creates an agreement between the two people who make it.

Keyword : *BRAND Registration, Legal Certainty and Notary*

INTRODUCTION

Basically, a brand can be switched if an agreement has been made in advance by the parties. The beginning of the agreement begins with the interests of each party. The first is an agreement with a negotiation process between the parties. Through negotiation, the parties tell each other what they want so that there is an agreement to explain something they want through a bargaining process. The interests carried out between several parties are based on a mutual agreement which becomes law and legal evidence for those who agree. An agreement is an event where one person promises to another person or where two people promise each other to carry out something.

(Jeremy G. Thorn, 2015). From this event arises a relationship between the two people which is called an engagement. This agreement creates an agreement between the two people who make it. In its form, this agreement is in the form of a series containing promises or promises that are spoken or written. (R. Subekti, 2016). From this understanding, it is very important for the parties to agree with each other in order to avoid conflicts from ignorance of the agreements that have been made by the parties and in the future what has been agreed can run according to the agreement so that the contents of the agreement can be fulfilled properly by the parties involved.

The agreement can be said to be valid and legally binding in accordance with the provisions of Article 1320 of the Criminal Code regarding the conditions for the validity of the agreement, namely; 1) mutually agree; 2) talk; 3) a certain matter; 4) a lawful cause So that in making an agreement you must fulfill these four things because if it is not fulfilled it will not be valid because to avoid coercion from the parties and the good will of each can be expressed until an agreement can be reached. The provisions of Article 1320 have two criteria requirements, the first condition is the existence of an agreement and the second condition is the competence of the parties which is referred to as a subjective requirement. Then the third condition is a certain thing and the fourth condition is a lawful cause which is called an objective condition. So that in making an agreement, you must meet all of these criteria, if you don't fulfill it, it can cause the agreement to be null and void. The next thing that will be discussed in this thesis is the sale and purchase agreement. In Article 1457 of the Civil Code (KUHPer) it is explained that: "A sale and purchase is an agreement in which one party binds himself to surrender ownership rights to an item and the other party pays the promised price."

A person who conducts buying and selling requires legal certainty through written evidence with an agreement being reached, if it is not binding. Ownership rights can be absolutely owned if it has been delivered (Levering). Article 1867 of the Criminal Code explains that proof is carried out in authentic writing or in writing under the hand. Meanwhile, Article 1868 of the Criminal Code for authentic deeds made is determined by law, made by or before public officials who are authorized and at the place where the deed is made. A legal official (Notary) in charge of making a notarial deed as a strong evidence in an agreement that has been agreed upon by the parties. This means that a Notary is appointed directly to make a deed of an agreement that has been approved by the parties and ratified by a notary in accordance with applicable regulations to avoid disputes in the future between the parties. The role of a Notary in the field of business legality is very important as an example in terms of making an authentic deed made by a Notary. Business legality made by a notary in the form of an individual legal entity or in the form of a non-individual. In making a PT, CV, Firm, it is necessary to have a deed of establishment made before a notary including the process of buying and selling shares, leasing, shareholder decisions, and minutes of meetings. Based on Article 15 paragraph (1) of the Law on Notary Positions Number 2 of 2014:

"Notaries are authorized to make authentic Deeds regarding all actions, agreements, and stipulations required by laws and regulations and/or desired by interested parties to be stated in authentic Deeds, guarantee certainty of the date of making the Deed, save the Deed, provide grosse, copies and quotations. Deed, all of that as long as the making of the deed is not assigned or excluded to other officials or other people"

Furthermore, the types of notarial deeds are divided into two types, namely authentic deeds and underhand deeds. Based on Article 1868 of the Criminal Code, there is an authentic deed, namely "a deed in the form determined by law by or before a public official authorized to do so at the place where the deed was made". Then it is regulated in Article 1 number 7 UUJN number 2 of 2014 which states the meaning of an authentic deed, namely: "a notarial deed, hereinafter referred to as a deed, is an authentic deed made by or before a notary according to the forms and procedures stipulated in this law".

LITERATURE REVIEW

The Grand Theory for writing this thesis uses the Positive Legal Stream theory proposed by John Austin which according to him there are 4 (four) elements contained in the law, namely orders, sanctions, obligations and sovereignty. The description of the elements put forward by John Austin is that the law is an order of the ruler (lay is a command of the lawgiver), the law is seen as an order from the holder of the highest power where the order cannot be contested, the law is a logical system that is fixed and closed, Positive law must fulfill several elements of orders, sanctions, obligations, and sovereignty, beyond that it is not law but positive morals.

Middle Theory in this thesis the author uses the responsive theory of Philip Nonet and Philip Sellznick by explaining how responsive legal theory is a theory oriented towards legal goals that will collaborate between the ideal value of a law with the goals that appear in people's lives in today's society. In responsive legal theory, it provides an open space for the entry of facts or social developments as implications of social changes that occur in society.

Applied Theory in this thesis uses theory. Furthermore, the writer uses the theory of legal benefits (the law of happiness theory) proposed by Jeremy Bentham as applied theory. According to Bentham, it is the responsibility

of the state to ensure that all its citizens achieve the purpose of happiness. This is implemented by carrying out all activities from the government that must be pursued and directed to achieve and increase happiness (well-being) as many people as possible by using Bentham's grand theory of utilitarianism which says that the essence of happiness is the enjoyment of a life free from misery. (Idham, 2014). Legal certainty for the realization of legal benefits in society will guarantee a person to conduct behavior in accordance with applicable legal provisions, otherwise without legal certainty, a person does not have standard provisions in carrying out behavior. Thus, it is not wrong if Gustav Radbruch put forward certainty as one of the objectives of the law. In the order of community life, it is closely related to legal certainty. Legal certainty is in accordance with the normative nature of both the provisions and the judge's decision. Legal certainty refers to the implementation of life order which in its implementation is clear, regular, consistent, and consequent and cannot be influenced by subjective conditions in people's lives.

LITERATURE CONCEPT

BRAND REGISTRATION SYSTEM IN INDONESIA

In the literature, there are two kinds of brand registration systems, namely the constitutive system and the declarative system. In a constitutive system, the right to a mark is obtained through registration, which means that an exclusive right or a brand is granted due to registration, meaning that exclusive rights to a brand are granted due to registration. In other words, in the constitutive system, brand registration is an absolute must. Brand that are not registered will automatically not get legal protection. (Rachmadi Usman, 2017). Indonesia recognizes or adheres to the constitutive principle, namely: the right to a mark is obtained upon registration, meaning that the holder of the brand right is someone who registers for the first time at the Directorate General of IP. So the party who registers for the first time and after being examined with the brand procedure, there is indeed no problem, for example in terms of similarities or in terms of similarities with other registered goods which are examined substantively after the inspection is carried out the next stage will be announced through the official news mark. As long as there is good faith in the registration process and it is proven that they did not carry out assistance, there should be no problems in registering.

The declarative system is a system in which the right to a mark arises because of the first use by the owner of the mark, even though this mark is not registered by the owner. The weak point in this system is that it is not known when a brand is used by someone, so if there is a dispute between 2 (two) parties who claim that it is the first time they use the mark, this will make it difficult to prove it.

With this system, because it is seen from the point of view of its use, not registration, the owner of the brand rights does not get protection because the process is different from that of registering first which is officially registered with the Directorate General of Information and Technology so that supervision can be carried out on other goods/services that are trying to register and there is still identification. rejection can be made. On the other hand, if you are only seen as the first user of the brand, there is a lack of guarantee that in the future there will be parties who imitate when there is a dispute, it will be difficult to resolve because of the element of proof it will be difficult and not recorded clearly and systematically about the elements of each brand, so legal certainty will be difficult to implement.

BRAND RIGHTS

Definition of Rights to Marks Based on Article 1 point (5) of the brand Law: "Right to a Mark is an exclusive right granted by the State to the owner of a Mark registered in the General Register of Marks for a certain period of time by using the Mark himself or giving permission to another party to use it." Special rights can be obtained if the mark has legally registered on certain goods or services. This right can be of course after an inspection by the Directorate General of Intellectual Property Rights relates to the similarities in principle or the types of goods or services registered. Trademark rights are given to brand owners who have good intentions, their use also includes goods or services. The existence of "intangible objects" in the trademark rights which in turn can be in the form of intellectual property rights. Intangible objects attached to brand rights are used as a form of brand rights itself attached to goods or services. Within the framework of intellectual property rights, brand rights are included in the category of industrial property (Industrial Property Rights). For example, the brand of a company has a characteristic that has valuable value and is easily recognizable by many parties and already has an identity that is easy to remember, such as examples of large companies such as McDonalds, Nike.

THE PROCESS OF TRANSFERRING RIGHTS TO BRANDS BY BUYING AND SELLING

Article 41 paragraph (4) reads: "Application for the transfer of Rights to a Mark as accompanied by supporting documents." The documents referred to include Mark certificates and other evidence supporting the

ownership of such rights. It is proven that the sale and purchase transfer process is carried out before a Notary in a manner based on UUJN Number 2 of 2014 Article 15 paragraph (1):

“Notaries are authorized to make authentic Deeds regarding all actions, agreements, and stipulations required by laws and regulations and/or desired by those with an interest to be stated in an authentic Deed, guarantee certainty of the date of making the Deed, save the Deed, provide grosse, copies and quotations. Deed, all of that as long as the making of the deed is not assigned or excluded to other officials or other people stipulated by law.

Then in carrying out the responsibilities of a Notary based on the Code of Ethics of the Notary of the Extraordinary Congress of Banten May 30, 2015 Regarding Duties, Authorities, and Responsibilities in Making Authentic Deeds. in Article 3 paragraphs (1) and (4): “Notaries and other people who hold and carry out the position of a Notary are obligated to:

- 1) Have good morals, character and personality;
- 2) Respect and uphold the dignity of the position of a Notary;
- 3) Maintain and defend the honor of the Association;
- 4) Act honestly, independently, impartially, full of responsibility, based on the laws and regulations and the contents of the Notary's oath of office.”

RESEARCH METHODOLOGY

The research method explains the entire series of activities that will be carried out in order to answer the main problem to prove the assumptions put forward. The research method used in this study is a combination of normative and empirical research with a juridical approach.

1. Research Specification

The type of research used is a combination of a normative juridical approach, namely laws and regulations related to the issues discussed (Rony Hanitijo Soemitro, 2011) and empirical or sociological legal research. A legal research that obtains data from primary data or data obtained directly from the community. The data obtained were analyzed by comparing the provisions that are normative (*das sollen*) with the reality (*das sein*) that occurs in society. (Indra Muklis Adnan, 2014).

2. Location and resource person

This research took place in the Office of the Ministry of Law and Human Rights of the Riau Islands Province. And the resource persons of this research are the Staff of the Office at the Office of the Ministry of Law and Human Rights of the Riau Archipelago Province

3. Data Collection Techniques and Data Collection Tools

- a. Document study, namely reviewing, reviewing and studying legal materials that are related to this research.
- b. In order to complete the data, interviews were conducted, namely conducting direct questions and answers with research resource persons to obtain answers and a complete picture of the problems in this study.
- c. List of questions, namely submitting a list of written questions openly to research sources about the problems in this research. In its form, a questionnaire must meet the following requirements:
 - 1) the questions to be asked are easy to understand. At the time of research, an interviewer may not intervene, that is, he should not provide additional information to the respondent in explaining the intent of the question, so that the interviewer provides information on what the respondent should have answered, so that the respondent is no longer free to answer. therefore the question should be easy to understand.
 - 2) the order of the questions must be such that they are easy to answer fairly.
 - 3) the length of the question must be considered
 - 4) the question must be able to get the expected answer (without having to affect the respondent). (Syamsul Arifin, 2012)

Data analysis

The data analysis used in this research is descriptive qualitative, namely the data obtained from the research are presented descriptively and processed qualitatively with the following steps:

1. The data obtained from the research are classified according to the problems in the research.
2. The classification results are then systematized.
3. The data that has been systematized is then analyzed to be used as a basis for drawing conclusions.

The types of data used in this study are primary data and secondary data, namely:

- a. Primary Data, is the main data obtained by researchers through interviews. The resource persons in this study were the parties involved in the juridical analysis of the registration of rights to the Intellectual Property Rights trademark of ayam geprek benu to realize legal certainty (research study at the office of the Ministry of Law and Human Rights of Riau Islands Province).

- b. Secondary data, is data obtained from literature books that support the subject matter discussed. Secondary data besides books can also be in the form of theses, dissertations, journals, newspapers, seminar papers and others.

The data is obtained through a literature study by taking into account the existing laws and regulations as well as through the opinions of scholars or legal experts. The secondary data consists of :

1. Primary Legal Materials, namely binding legal materials, namely Laws.
2. Secondary Legal Materials, namely legal materials that explain primary legal materials, consisting of books (literature), articles or papers, both presented in print and electronic form, as well as expert opinions (doctrine) relating to the problem under study.
3. Tertiary legal materials, namely materials that provide instructions and explanations of primary legal materials and secondary legal materials, for example: dictionaries, encyclopedias, and so on.

DISCUSSION

1. LEGAL ARRANGEMENTS FOR REGISTRATION OF INTELLECTUAL PROPERTY RIGHTS ON THE BRAND OF AYAM GEPREK BENSU TO REALIZE LEGAL CERTAINTY (RESEARCH STUDY AT THE MINISTRY OF LAW AND HUMAN RIGHTS OFFICE, RIAU ISLANDS PROVINCE)

Based on Article 1 number (1) of the Law on Marks and Geographical Indications Number 20 of 2016 it reads; "Brand is a sign that can be displayed graphically in the form of an image, logo, name, word, letter, number, color arrangement, in the form of 2 (two) dimensions and/or 3 (three) dimensions, sound, hologram, or a combination of 2 (two) dimensions, two) or more of these elements to distinguish goods and or services produced by individuals or legal entities in the activities of trading goods and/or services."

There are understandings put forward by experts regarding, namely: According to H.M.N. Purwosutjipto, a brand is a sign, with the name of a certain object being personalised, so that it can be distinguished from other similar objects. (H.M.N. Purwosutjipto, 1984). The point is to be able to distinguish one item from another so that the distinguishing element can be seen. According to M. Yahya Harahap, a brand is any sign or symbol that is able to give the impression of a vision that has special characteristics so that it can distinguish each sign possessed by a person from other signs or people. (M. Yahya Harahap, 2015). This definition is essentially the same as the previous understanding, namely the existence of a characteristic of a product both in terms of signs, shapes that can be found differences. It can be concluded that what is meant by a brand is a sign to distinguish similar goods or services that are produced or traded, which need to be considered as distinguishing elements in terms of letters, colors, and wording.

a) Brand registration accepted and rejected

The mark must be a sign, which can be imprinted on the goods in question or on the package of the goods. If an item produced by a company does not have distinguishing power, it is considered as not having enough distinguishing power and therefore is not a brand. (Sudargo Gautama, 2016). Not all distinguishing marks can be registered as a brand. Applications for trademark registration submitted by applicants with bad intentions cannot be registered. In Article 20 of Law Number 20 of 2016 a Mark cannot be registered if the Mark contains one of the following elements:

- a. Contrary to state ideology, laws and regulations, morality, religion, morality, or public order;
- b. relating to, or only mentioning the goods and or services for which registration is requested;
- c. contains elements that can mislead the public about the origin, quality, type, size, type, purpose of use of goods and/or services for which registration is requested or is the name of a protected plant variety for similar goods and/or services;
- d. Contains information that is not in accordance with the quality, benefits, or efficacy of the goods and or services produced;
 1. Has no distinguishing power; and/or
 2. Is a common name and/or symbol of public property.

Next, Article 21 of Law number 20 of 2016 regulates the mark that is rejected by the Directorate General of Intellectual Property Rights registration application if the mark:

- 1) The application is rejected if the Mark has similarities in principle or in its entirety to:
 - a. A registered mark belonging to another party or previously requested by another party for similar goods and or services;

- b. Well-known marks belonging to other parties for goods from/or similar services;
 - c. Well-known marks belonging to other parties for goods and/or services of a different kind that meet certain requirements; or
 - d. Registered Geographical Indications.
- 2) Application is rejected if the Mark:
- a. Is or resembles the name or abbreviation of the name of a famous person, photo, or name of a legal entity owned by another person, except with the written consent of the entitled party;
 - b. Is an imitation or resembles the name or abbreviation of the name, flag, symbol or symbol or emblem of a country, or national or international institution, except with written approval from the competent authority; or
 - c. Is an imitation or resembling an official sign or stamp or stamp used by the state or government institution, except with written approval from the competent authority.
- 3) An application is rejected if it is submitted by an applicant with bad intentions.
- 4) Further provisions regarding rejection of Mark Applications as referred to in paragraph (1) letters a to c shall be regulated by a Ministerial Regulation.

With respect to a registered Mark which later becomes a generic name, any Person may file a Mark Application by using the generic name referred to with additional words as long as there is a distinguishing element.

Furthermore, the author in this case concludes that in terms of buying and selling notary brands stick to the UUJN and the Notary code of ethics not only in terms of making a deed of buying and selling brands but in all making authentic deeds before a notary so that it does not harm the parties in the future and provides certainty with the existence of protection of objects being traded where the Notary first checks as an example of buying and selling land which is checked with the National Land Agency whether there is a dispute or not.

2. IMPLEMENTATION OF THE REGISTRATION OF INTELLECTUAL PROPERTY RIGHTS OVER THE AYAM GEPREK BENSU BRAND TO REALIZE LEGAL CERTAINTY (RESEARCH STUDY AT THE MINISTRY OF LAW AND HUMAN RIGHTS OFFICE, RIAU ISLANDS PROVINCE)

In accordance with the above understanding, the obligation arises after the goods are delivered, if not submitted, the ownership rights do not transfer to the buyer. Buying and selling generally already exists if the buyer and seller agree. The subject of the sale and purchase agreement is the seller and the buyer, each of which has rights and obligations, where the seller is obliged to deliver the goods sold to the buyer while the buyer is obliged to pay the price to the seller. Furthermore, the object of the sale and purchase agreement is goods or objects, where the goods must be certain enough, at least the form and amount can be determined at the time the property rights will be handed over to the buyer. The new ownership rights are transferred with the transfer (leveraging). Thus, it is a legal act to transfer property rights, the method depends on the type of object being sold. If not made, the sale and purchase is not valid. Subekti argues that there is a second stage between the seller and the buyer which aims to transfer property rights from the seller to the buyer. The types of goods that become the object of sale and purchase can be distinguished into immovable goods, movable goods and intangible goods, therefore the delivery of each of these goods is different. Based on Article 1 number (1) of the Law on Marks and Geographical Indications Number 20 of 2016 it reads; "Brand is a sign that can be displayed graphically in the form of an image, logo, name, word, letter, number, color arrangement, in the form of 2 (two) dimensions and/or 3 (three) dimensions, sound, hologram, or a combination of 2 (two) dimensions. two) or more of these elements to distinguish goods and or services produced by individuals or legal entities in the activities of trading goods and/or services."

There are understandings put forward by experts regarding, namely: According to H.M.N. Purwosutjipto, a brand is a sign, with the name of a certain object being personalised, so that it can be distinguished from other similar objects. (H.M.N. Purwosutjipto, 1984) The point is to be able to distinguish one product from another so that the distinguishing element is visible. According to M. Yahya Harahap, a brand is any sign or symbol that is able to give the impression of a vision that has special characteristics so that it can distinguish each sign possessed by a person from other signs or people. This definition is essentially the same as the previous understanding, namely the existence of a characteristic of a product both in terms of signs, shapes that can be found differences. It can be concluded that what is meant by a brand is a sign to distinguish similar goods or services that are produced or traded, which need to be considered as distinguishing elements in terms of letters, colors, and wording.

The mark must be a sign, which can be imprinted on the goods in question or on the package of the goods. If an item produced by a company does not have distinguishing power, it is considered as not having enough distinguishing power and therefore is not a brand. Not all distinguishing marks can be registered as a brand. Applications for trademark registration submitted by applicants with bad intentions cannot be registered. In Article 20 of Law Number 20 of 2016 a Mark cannot be registered if the Mark contains one of the following elements: contrary to state ideology, laws and regulations, morality, religion, morality, or public order; relating to, or only mentioning goods and or services for which registration is requested; contains elements that can mislead the public about the origin, quality, type, size, type, purpose of use of goods and/or services for which registration is requested or is the name of a protected plant variety for similar goods and/or services; contains information that is not in accordance with the quality, benefits, or efficacy of the goods and or services produced; has no distinguishing power; and/or is a common name and/or symbol of public property.

With respect to a registered Mark which later becomes a generic name, any Person may file a Mark Application by using the generic name referred to with additional words as long as there is a distinguishing element. In the literature, there are two kinds of trademark registration systems, namely the constitutive system and the declarative system. In the constitutive system, the right to a mark is obtained through registration, which means that exclusive rights or a mark are granted due to registration, meaning that exclusive rights to a brand are granted due to registration. In other words, in the constitutive system, trademark registration is an absolute must. Trademarks that are not registered will automatically not get legal protection. Indonesia recognizes or adheres to the constitutive principle, namely: the right to a Mark is obtained upon registration, meaning that the holder of the Mark Rights is someone who registers for the first time at the Directorate General of Information and Communications of the Republic of Indonesia. So the party who registers for the first time and after being examined with the trademark procedure, there is indeed no problem, for example in terms of similarities or in terms of similarities with other registered goods which are examined substantively after the inspection is carried out the next stage will be announced through the official news mark. As long as there is good faith in the registration process and it is proven that they did not carry out assistance, there should be no problems in registering. The declarative system is a system in which the right to a mark arises because of the first use by the owner of the mark, even though this mark is not registered by the owner. The point of weakness in this system is that it is not known when a brand is used by someone, so if there is a dispute between 2 (two) parties who claim that it is the first time they use the mark, this will make it difficult to prove it. With this system, because it is seen from the point of view of its use, not registration, the owner of the trademark rights does not get protection because the process is different from that of registering first which is officially registered with the Directorate General of Information and Technology so that supervision can be carried out on other goods/services that are trying to register and there is still identification. rejection can be made. On the other hand, if you are only seen as the first user of the brand, there is a lack of guarantee that in the future there will be parties who imitate when there is a dispute, it will be difficult to resolve because of the element of proof it will be difficult and not recorded clearly and systematically about the elements of each brand, the certainty the law will be difficult to enforce.

Based on the above provisions, the most basic difference between the transfer of rights to a mark and a license is when the transfer of rights to a mark from the owner of the mark to another party results in the permission to use all or part of the rights to the mark assigned to the other party, but the owner of the mark can still use the trademark. own the mark even though it grants a demonstrated license to a third party to use the mark. With the implementation of the compulsory license agreement, the minister is requested to register it at a fee and after it has been recorded by the minister, it is announced in the official news report. If the license agreement is not registered, it does not have legal consequences for third parties.

3. OBSTACLES AND SOLUTIONS TO BUYING AND SELLING SHARES IN COMPANIES IN A CLEAR AND CASH MANNER TO REALIZE LEGAL CERTAINTY (RESEARCH STUDY AT RIO ZALDI NOTARY OFFICE IN BATAM CITY)

If the deed of establishment of the company is canceled due to delays, which within 60 (sixty) days from the date the deed of establishment is drawn up by the Notary has not been approved by the Minister, then this is certainly due to the Notary's fault. The notary has failed to fulfill the obligations of Article 10 paragraph (1). Because when making the deed of establishment, the data and documents needed are related to the process of filling in the data for ratification of the company as a legal entity by the Minister in the Legal Entity Administration System, including data on other founders, certificate of domicile, statement of amount capital and so on must have been completed by the founder of the company.

After that, the Notary can carry out the process for legalization of legal entities in the Legal Entity Administration System. As a result of the Notary's error, the costs incurred as a result of the delay, ranging from the cost of ordering a name, making a deed of establishment and PNPB costs for legalizing a legal entity even if it is required to re-create the process will be the responsibility of the Notary. This can happen because if the Notary has received the power of attorney for the establishment and ratification of a legal entity, it means that the Notary has agreed to complete the process. However, there is also a problem where the delay is due to the client or company founder procrastinating in completing the file or the absence of one of the founders, and also not being equipped with a power of attorney to be represented by another person as a requirement in the process of making the deed of establishment and legalization of legal entities. The delay only results in the expiration of the time period for using the name that has been ordered, which is 60 (sixty) days. Because the Notary should not proceed to the process of making the deed of establishment and legalization of a legal entity if all the required conditions are incomplete. The notary must be firm in this regard, otherwise the delay is of course the responsibility of the notary.

In the event of a disturbance to the Legal Entity Administration System (SABH) which results in delays in submitting an application for legalization of a limited liability company so that the provisions of Article 10 paragraph (1) are not fulfilled, then this is not the responsibility of the Notary who made the deed of establishment, because it is beyond the reach of the Notary's ability. The Minister of Law and Human Rights of the Republic of Indonesia who should be fully responsible as a government agency that organizes the Legal Entity Administration System (SABH). Notaries in this condition must be freed from all forms of liability. Notaries can only be held accountable if the Notary in carrying out his position harms the rights of the parties concerned. If this happens, the Notary may be subject to sanctions. From the problems mentioned above, it turns out that the process of ratifying a limited liability company through the Legal Entity Administration System (SABH) is not always problematic in the system. Problems can also occur to the Notary and to the client as the founder of the Limited Liability Company. Between the three are closely related, if there is a problem on one side it will have an impact on the legalization process of a limited liability company through the Legal Entity Administration System (SABH) as a whole. Therefore, the Notary must ensure that the deed made is in accordance with the legal rules that have been determined, so that the interests concerned are protected by the deed.

CONCLUSIONS AND RECOMMENDATIONS

CONCLUSIONS

1. Legal arrangements for the registration of intellectual property rights over the Brand of Ayam Geprek Benu to create legal certainty (Research Study at the Ministry of Law and Human Rights Office, Riau Islands Province). Article 1 number (1) in the Law on Marks and Geographical Indications Number 20 of 2016 Marks as objects or assets in grouping objects, which are referred to as intangible movable objects in the form of rights are the rights of the author or copyright (auteurecht), patent rights (octrooirecht) and brand rights (merken recht), Intellectual Property Rights Protection develops according to the need to protect goods or services as trading commodities. Fraudulent acts cause harm to the rightful owner of the mark. The need to protect goods or services from counterfeiting or from unfair competition, also means the need to protect Intellectual Property Rights used in or to produce goods or services, including trademarks.
2. Implementation of Intellectual Property Rights Registration for the Ayam Geprek Benu Brand to Realize Legal Certainty (Research Study at the Office of the Ministry of Law and Human Rights, Riau Islands Province). The interests carried out between several parties are based on a mutual agreement which becomes law and legal evidence for those who agree. An agreement is an event where one person promises to another person or where two people promise each other to carry out something. From this event arises a relationship between the two people which is called an engagement. This agreement creates an agreement between the two people who make it. In its form, this agreement is in the form of a series containing promises or promises that are spoken or written
3. Factors that become obstacles/obstacles as well as solutions in the Registration of Intellectual Property Rights over the Ayam Geprek Benu Brand to Realize Legal Certainty (Research Study at the Office of the Ministry of Law and Human Rights, Riau Islands Province). states the meaning of an authentic deed, namely: "a notarial deed, hereinafter referred to as a deed, is an authentic deed made by or before a notary according to the forms and procedures stipulated in this law". in the constitutive system of trademark registration is an absolute thing to do. Trademarks that are not registered will automatically not get legal protection

SUGESTION

1. With regard to overload confusion, consumers feel confused by the large quantity of information, the amount of confusing news, and the many sources discussing this matter. So the suggestion that the author proposes is for

- Geprek Benu to update their official website so that it is always on the 1st page on search engines. Where when people type words with Geprek Benu elements, their official website can appear immediately.
2. to update the official website, apart from its placement which should always be on the 1st page as stated above, the contents of the website itself, especially in the location section, should be updated, because the location's website does not clearly show the existence of Geprek Benu. In addition, information can also be included on the Geprek Benu packaging, for example by writing down the official outlet branches so that people don't have to feel confused anymore. Write a tagline on the packaging so that consumers can feel more familiar with the Geprek Benu brand and implant it in their minds. Then, information can also be given directly at the Geprek Benu store, because the author does not see that information such as the location of the official branch is given to consumers. Store employees can also be encouraged to say taglines or words that can make consumers embedded that Geprek Benu is only owned by Ruben Onsu.
 3. Most of the respondents answered that they searched for information about the culinary world on social media. The advantage of disseminating information on food bloggers is that apart from their considerable influence (Forresto Restaurant Supply, 2016), especially for food bloggers who already have a large following, they are also spread across various social media platforms such as Instagram, Youtube, along with reviews on blogs. which they do.

REFERENCES

A. BOOK

1. Badruzaman, Mariam Darius, 2001 , *Kompilasi Hukum Perikatan* CitraAditya Bakti, Bandung.
2. Badruzaman, Mariam Darius, 1987, *Sistem Hukum Perdata Nasional*, Dewan Kerjasama Hukum Belanda Dengan Indonesia, Proyek Hukum Perdata, Medan.
3. Budiono, Herlien, 2010, *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*, Citra Aditya, Bandung.
4. Djumhana, Muhamad dan R.Djubaedillah, 2005, *Hak Milik Intelektual Sejarah Teori dan Prakteknya di Indonesia* , Citra Aditya Bakti, Bandung.
5. Harahap, M. Yahya, 2013, *Tinjauan Merek Secara Umum dan hukum merek di Indonesia Berdasarkan Undang-Undang No. 19 tahun 1992, cet. I*, Citra Aditya Bakti, Bandung.
6. Hartanto, Andy, 2012, *Kedudukan Hukum dan Hak Waris Anak Luar Kawin Menurut "Burgerlijk Wetboek"*, Cetakan III., Pressindo, Yogyakarta.
7. Hasbullah, Frieda Husni, 2005, *Hukum Kebendaan Perdata (Hak-Hak yang Memberi Kenikmatan)*, Ind-Hil-Co, Jakarta.
8. Hasibuan, H.D. Effendy, 2003, *Perlindungan Merek Studi Mengenai Putusan Pengadilan Indonesia dan Amerika Serikat*, Universitas Indonesia, Jakarta.
9. Purwosujipto, H.M.N., 1984, *Pengertian Pokok-Pokok Hukum Dagang Indonesia*, Djambatan, Jakarta.
10. Riswandi, Budi Agus Riswandi dan M. Syamsudin, 2005, *Hak Kekayaan Intelektual dan Budaya Hukum*, PT Raja Grafindo Persada, Jakarta.
11. Saidin, OK, 2004, *Aspek Hukum Hak Kekayaan Intelektual*, cet.I, Rajagrafindo Persada, Jakarta.
12. Sjahdeini, Sutan Remy, 1993, *Kebebasan Berkontrak dan Perlindungan yang Seimbang Bagi Para Pihak dalam Perjanjian Kredit Bank di Indonesia* Institut Bankir Indonesia, Jakarta.
13. Soekanto, Soerjono dan Sri Mamudji, 2001, *Penelitian Hukum Normatif*, PT Rajawali Pers, Jakarta.
14. Subekti, R, 1963, *Hukum Perjanjian*, PT Intermasa , Jakarta.
15. Warjiyati, Sri Warjiyati , 2003, *Memahami Hukum Adat*, Fakultas Syariah IAIN Sunan Ampel, Surabaya.
- 16.

B. LAWS AND REGULATIONS

1. Undang-Undang Dasar Negara Republik Indonesia Tahun 1945;
2. Kitab Undang-Undang Hukum Perdata (BW);
3. Kitab Undang-Undang Hukum Dagang (KUHD).

C. THESIS MANUAL, PAPER, ARTICLE, JOURNAL AND NEWSPAPER

1. *Buku Pedoman Penyusunan Proposal dan Tesis Program Magister Ilmu Hukum Pasca Sarjana (S2)*, Universitas Batam, 2016.
2. Faiz, Pan Mohamad, *Teori Keadilan John Rawls*, dalam *Jurnal Konstitusi* volume 6 nomor 1, Edisi 2009.