

## **J. Recommendation**

1. The judge must analyze the fact of case deeper because of the element of the unlawful act has been violated by the plaintiff itself because the plaintiff did not implement the performance with giving the shares towards the defendant as investment agreement and power of attorney hat given by the plaintiff to conduct EGMS in the acquisition process.
2. The judge must be protecting the interest of investor/creditor as implemtnation of legal certainty in the Indonesia legal system. In addition, the investor is entitled to the excess payment that has been done by calculating the costs in accordance with the agreement with other parties.
3. According to company law, PT Berkah Karya Bersama has fulfilled the requirements of EGMS. Remembering the fulfillment of contract Defendant has run the contract as the agreement mentioned, it must be the judge consideration for sentencing the punishment to the defendant in case of the defendant has been fulfilling their performance to the plaintiff.