

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

I. Introduction

Honored Presiding Judge,
Public Prosecutor who was honored by us,
Defendant, as well as audiences who were honored by us.
The session that was honored by us.

This court case about a criminal act of telecommunications especially about implementation permission and certification of equipment was **the first court session ever handling this legal subject in the Republic of Indonesia.**

In the same day as the control that was carried out by police against CV. Candi Internet also police controlled by seizing telecommunications equipment from 2 (two) other ISP who did not have permissions (T Proof - 6).

However later the day from belasan ISP without license that was called Regional Police Bali, Only this case against CV. Candi Internet was processed as far as to the green table (court).

Internet technology is a matter that still was general for most Indonesian communities.

The conditions of a developing country and the level of the capacity to understand the intellectual's field and technology caused us to be left behind compared to west countries.

As the constitutional state that had the area territory and the inhabitants many with the limitations of knowledge concerning the law and reluctantly read as well as looked for information was the special hindrance for penegakkan the law in Indonesia.

Therefore the role of the government in mensosialisasikan a legal rule really was needed.

Be not enough only with enacted in the state gazette so as anyone was in the Indonesian territory required to know him and must saklek submitted to the criminal threat that was arranged.

The management melauai the socialisation of number regulations 36 1999 about the Telecommunications just the first time being done in Bali that is on September 23 2004.

Could not be ignored and covered up that the meeting inspection towards the case thus was covered with confusion because ketidakpahaman we about technology that was meant. The aim of the implementation regulation of the telecommunications activity in the legal rule not only to give criminal as penjara against the person who do wronged. However the legal rule to arrange the grouping life in order to the impact of the interpersonal interests not happen.

Regarding the problem of efforts permission and certification, this only the relations regulation between the community as the subject of the law and the country.

II. Witness's Information - the witnesses:

1) the Witness **NASRUN SANIF**, was supervised by the oath according to the Islam religion, to poko him explained as follows: - That the witness had work relations with the Defendant that is the witness as the Managing Director PT. Pacific Lintas Buana that had the Work Agreement Be The Same As CV. Candi Internet.

- That the Company belonging to the witness PT. Pacific Lintas Buana was one of the pioneers of the Service Provider Internet business in Indonesia.

PT. Pacific Lintas Buana received permission from the Directorate General of the Post and the Telecommunications (DirJen PosTel) to hold the Service Provider Internet activity (ISP) since the date 2003.

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

- That before co-operating with CV. Candi Internet, PT. PLB carried out the co-operation that like several companies that was in Semarang and Lampung by means of giving the Appointment Letter to carry out the PT. PLB activity in this territory.
 - That in line with the Principle that was received by PT. PLB from DirJen PosTel it was mentioned the PT. PLB obligation to do the ISP activity in the Balinese territory, NTB and NTT during 2004. That if PT. PLB did not do that then DirJen PosTel will pull out Principle permission that was owned by PT. PLB.
 - That the defendant had not carried out the ISP activity but that carried out the ISP activity in Bali was PT. PLB so as all responsibility concerning the ISP implementation in Bali was to PT. PLB.
 - That the Defendant had provided and orK given the ISP. service - That the Defendant also not trade in, had not made, had not assembled, had not put and orK had not used in the Republic of Indonesia territory the telecommunications implement took the form of the Modem and Router that was made the material evidence in this case.
 - That the two material evidences had been in the area CV. Candi Internet but at that time was belonging to PT. Telemedia the dynamics of means because of the Side CV. Candi Internet still negotiating concerning the price of the thing bersebut.
 - That the Witness did not know whoever placed and installed the two material evidences in the area CV. Candi Internet.
- On the witness's information this NASRUN SANIF, the Defendant confirmed.

- 2) the Witness Ir. **PURNAWAN ANDOKO**, was supervised by the oath according to the Christian religion, to no matter what explained as follows:
- That the witness was PT. Telemedia Director Dinamika Breakingprep moving means dibidang the sale of the telecommunications equipment.
 - That knew the Defendant during the witness to come to the office CV. Candi Internet but the witness be connected and spoke with the Defendant.
 - That the witness came to the office CV. Candi Internet because of wanting to install the appropriate telecommunications equipment the order Harry Bleckert.
 - That this order was accepted by the witness from Harry Bleckert through the internet.
 - That the witness did not know whoever did payment 50% against the telecommunications equipment that was ordered by Harry Bleckert.
 - That the witness who installed this telecommunications equipment, there was no person or the employee CV. Candi Internet that helped the fitting.
 - That this fitting activity was including placed, arranged and menginstal/connected to one another.
 - That when the first time the witness came to CV. Candi Internet brought the telecommunications equipment that was ordered by Harry Bleckert but the witness could not compose this equipment to a telecommunications equipment so as the witness must return to Jakarta in place of several kinds of the telecommunications implement afterwards came again to Bali to form equipment telekomunikasi
 - the Witness often sold the similar telecommunications equipment to the customer and the witness still had again many supplies in the office of PT. Telemedia the dynamics of means in Jakarta to be sold to the community.
 - That the witness did not understand about certification of the implement that was sold by him.
 - That until now had not had the problem or the appeal from any side was linked with the certificate of the telecommunications equipment that was sold by him.
 - That during the witness offered to Harry Bleckert, the witness did not deliver concerning this certificate of the telecommunications equipment.
 - That according to the available witness of the telecommunications equipment to CV. Candi Internet including the material evidence in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series not yet fully belonging to CV. Candi Internet because until at this time the witness did not yet accept payment 50% of the telecommunications equipment that was sold by him to Harry Bleckert so as the witness felt still

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

had some telecommunications equipment.

- That to menagih payment, the witness always was connected with Harry Bleckert.

On the witness's information Ir.

This PURNAWAN ANDOKO, the Defendant stated that the ordering and the purchase of this equipment were carried out by Harry Bleckert and the Defendant did not know what funginys and the completeness what was needed regarding this equipment because all that was arranged by Harry Bleckert and I Made Karta Susila.

3) the Witness **I MADE KARTA SUSILA**, was supervised by the oath according to the Hindu religion to no matter what explained as follows: - Who carried out the interview and tested the witness to work was Harry Bleckert.

So also that received the witness worked also Harry Bleckert.

From the first time knew about the work vacancy in CV. Candi Internet to was accepted worked the witness had known, met and been not connected with the Defendant.

- That the witness knew the Defendant after 2 (two) the week worked CV. Candi Internet.

- That the witness did not know whoever bought and installed the telecommunications equipment in the area CV. Candi Internet.

Beforehand was not afterwards the leave witness worked during 2 (two) the week afterwards after the witness entered worked again, this equipment has been.

- That the witness was the employee that most senior or that oldest really the working around the employee CV. Candi Internet.

- That the witness had not seen the Defendant made use of the telecommunications equipment like that was produced in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series.

On the witness's information this I MADE KARTA SUSILA, the Defendant confirmed whereas concerning the function from the available telecommunications equipment the defendant said did not know.

4) the Witness **I GUSTI NGURAH BAGUS ARIGAWA**, was supervised by the oath according to the Hindu religion to no matter what explained as follows: - That the witness was the employee CV. Candi Internet.

- That that mewawancara as well as accepted the witness worked in CV. Candi Internet was I Made Karta Susila.

- That the witness had not received the order from the Defendant to do the appropriate work of his position.

- That the witness received the order from I Made Karta Susila to look for the customer of the service of the internet service CV. Candi Internet.

- That the witness did not yet succeed in carrying out this work because of not yet having the person who wanted to become the customer.

- That the witness did not understand the understanding of the Service Provider Internet (ISP) and the understanding from the Internet Kiosk (Warnet).

- That all information, the guidance and the work order of the witness got from I Made Karta Susila.

- That the witness had not seen the Defendant made use of the telecommunications equipment like that was produced in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series.

On the witness's information I GUSTI NGURAH BAGUS ARIGAWA, the Defendant confirmed.

5) the Witness **RISHY SANTOSH**, was supervised by the oath according to the Hindu religion to no matter what explained as follows: - That the witness was the employee CV. Candi Internet.

- That mewawancara as well as accepted the witness worked in CV. Candi Internet was I Made Karta Susila.

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

- That the witness had not received the order from the Defendant to do the appropriate work of his position.
 - That the witness received the order from I Made Karta Susila to look for the customer of the service of the internet service CV. Candi Internet.
 - That the witness did not yet succeed in carrying out this work because of not yet having the person who wanted to become the customer.
 - That all information, the guidance and the work order of the witness got from I Made Karta Susila.
 - That the witness had not seen the Defendant made use of the telecommunications equipment like that was produced in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series.
- On the witness's information this RISHY SANTOSH, the Defendant confirmed.

6) the Witness **Ahmad JAELANI**, was supervised by the oath according to the Islam religion to no matter what explained as follows: - That the witness was police's member in the Unit of Cyber Crime the Directorate of the Detective and Criminal Regional Police Bali and the witness were one of the case investigators.

- That the witness did not explain clearly whether the witness received the news/information from someone that CV. Candi Internet provided the service of the internet service or the witness saw direct website CV. Candi Internet.
 - That the witness had coordinated and asked for information before from the unit/the unit/the field/the other division in the environment Regional Police Bali before doing the control of ISP in Bali.
 - That without the Task Letter and the Written Order from the witness's superior came together the colleague of the other witness to come to CV. Candi Internet one day before the commencement of investigation that is tonight October 22 2002.
 - That when coming to CV. Candi Internet the witness only waited outside or the area parked CV. Candi Internet whereas colleagues of the witness who entered the office.
 - That the witness did not know whether at that time the telecommunications equipment like that was produced in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series was or not on.
 - That afterwards the witness reported the criminal act of the telecommunications to the colleague in the witness's one unit personally.
- On the witness's information this Ahmad JAELANI, the Defendant confirmed.

7) the USEFUL Witness **WIBISONO**, was supervised by the oath according to the Islam religion to no matter what explained as follows: - That the witness was the police member Regional Police Bali in the co-ordination part and the Supervision (KORWAS).

- That because of the position and the position usually the witness represents the police in the socialisation agenda of the legal regulation and the legislation in Bali.
- That the witness was present as the invitation at the Socialisation agenda of the Implementation Regulation of the Service of Internet Access (ISP) in the hotel of Natour Bali to tanggal 23 September 2004.
- That the witness was present with an other colleague from the same agency and the other invitation from the Provincial Prosecutor's Office, DirJen PosTel, the communications Service, the University and ISP in Bali.
- That the witness got the photocopy of the contents of the subject of information that was sent that is the policy and the Regulation of the postal Field and the Telecommunications.
- That inside contained the condition put forward ISP. permission - That the witness made the report be written about this agenda activity was sent to the witness's superior that is Director Reserse and Criminal Regional Police Bali.

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

- That had not had the co-ordination and information by the member of Unit police of Cyber Crime Regional Police Bali to the witness concerning the management that was carried out by the government against ISP in Bali.

- That the witness felt very most startled during knew had police apparatus that nenertibkan ISP that was expected not berijin a month after the socialisation agenda to be precise September 23 2005.

On the witness's USEFUL WIBISONO information, the Defendant confirmed.

8) the Witness **Eddy VERMAELEN**, was supervised by the oath according to the Christian religion gave information in English that was translated by BONAR HASIBUAN was supervised by the oath according to the Islam religion, to no matter what explained as follows: - That the witness did not know with the Defendant and did not have family relations.

- That the witness was a company's agent from Belgium that was assigned to look for diligence silver in Bali.

- That the witness made use of the internet service to be connected with the company in Belgium.

- That the witness was the customer ISP wireless (the service of internet access without the cable) to the company ISP wireless Channel-11; - That the witness knew Channel-11 was ISP that did not make use of the cable (wireless).

- That the witness as the customer was not possible could menirima the service (service) from wireless ISP if in the place/the witness's house did not have the tower be as high as 20 metre, antenna and radio.

- That who provided this equipment was Channel-11.

- That the witness not be connected with CV. Candi Internet

on the witness's information this Eddy VERMAELEN, the Defendant said did not understand.

III. the Expert's Information

Ir. **RUSLAN HARUN**, M. M., was supervised by the oath according to the Islam religion, to no matter what explained as follows: - That the witness did not know with the Defendant and did not have the family's relations.

- That the witness worked in DitJen PosTel as Kasubdit Informattika since 2003 s/d July 2005.

- That the witness felt the expert in the ISP field and the internet because of the position of the witness was on the service section head and operational.

- That at this time the witness no longer hold the office of as Kasubdit Informatika.

- That the implementation kind of multimedia was 4 (four) that is; cable television, ISP, NAP and ITKP. - That there were no natural loss the country resulting from the co-operation of PT. Pacific Lintas Buana with CV. Candi Internet because in their Co-operation Agreement was arranged clearly about tax payment to the country (BHP) that will be borne by the second side (CV. Candi Internet).

- That might the owner of principal permission like PT. Pacific Lintas Buana co-operated the sub-net with the other company in the area.

- That telecommunications equipment that was used for the implementation of the telecommunications must have the certificate.

- That who was responsible towards the management certificate this was "vendor" or the seller of this telecommunications implement.

On the expert witness's information Ir. **RUSLAN HARUN**, this M. M., the Defendant said did not understand.

IV. the Defendant's Information

SANG AYU MADE KARNASIH, to no matter what, explained as follows:

- That as the management CV. Candi Internet of the defendant's Internet not personally but had one other person that is **Sang Ayu Nyoman**.

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

- That after signing the articles of incorporation CV. Candi Internet in the notary's office, the Defendant had not undertaken the right and his obligation as the managing director CV. Candi Internet including the main obligation the founder that is putting capital into the company.
- That the Defendant did not have money for capital of efforts.
- That all the founding cost CV. Candi Internet and capitalisation of the efforts activity CV. Candi Internet came from money for the person Harry Bleckert.
- That the Defendant did not understand about internet technology and did not have money to build a company moreover to buy equipment.
- That the Defendant not once the school or studied especially about the internet.
- That only one lifelong time the Defendant had only received the explanation about the internet and ISP that is from I Made Karta Susila at the time of a day before the Defendant gave the testimony in Regional Police Bali was linked this case.
- That pembelajaran this was the I Made Karta Susila proposal with the intention so that in the Record of the Inspection (BAP) the Defendant as if the Defendant understood about the internet and ISP. - That at the beginning of the founding CV. Candi Internet of the Defendant's Internet knew that the efforts activity CV. Candi Internet only the internet kiosk (warnet), hosting and web design.
- That just to mid 2004 the Defendant knew had the plan to carry out the ISP. activity - That for all the needs to be linked with this ISP was arranged by Harry Bleckert and I Made Karta Susila including all of his permission.
- That Harry Bleckert and I Made Karta Susila had not asked permission and the Defendant's agreement to carry out this ISP. That I Made Karta Susila stated this method was what was true to the Defendant after I Made Karta Susila looked for information and saw personally how the process of implementation permission that was carried out by ISP-ISP big like Indonet that had many sub-nets in areas.
- That the Defendant had bought and carried out the ordering of the telecommunications equipment anything.
- That the Defendant had ordered, tell what to do and recommended Harry Bleckert and I Made Karta Susila to buy the telecommunications implement.
- That Harry Bleckert and I Made Karta Susila had not asked for permission and informed the Defendant about the purchase of this implement.
- That the Defendant had not been connected with the seller of the telecommunications implement of PT. Telemedia the dynamics of means.
- That the Defendant had not done payment for the purchase of the telecommunications equipment to PT. Telemedia the dynamics of means.
- That all the document regarding the purchase of this implement including Invoice was kept by Harry Bleckert.
- That the Defendant did not understand whether the function from the telecommunications equipment that was bought from PT. Telemedia the dynamics of means.
- That the Defendant had not used even understood the equipment instruction telecommunications like that was produced in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series.

V. Evidence

- V. A. the Material Evidence that was put forward by the Public Prosecutor the Claimant Umum
- V. A.1.1 (one) unit Comtech EF Data CDM-570L L-Band Satellite Modem
- V. A. 2.1 (one) MP's unit 800 Routers Series
- V. A. 3.8 (eight) sheets print-out website Bali Wireless
- V. B. the Material Evidence that was put forward by the Adviser the Terdakwa
- V. B.Law 1. 1 (one) sheet of the photocopy of the invitation of the socialization agenda

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

- (T Proof - 1)
- V. B. 2. 1 (one) the sheet of the photocopy of the List of the Invitation (T Proof - 2)
- V. B. 3. 5 (five) the sheet of the photocopy of the policy and the Regulation of the postal Field and the Telecommunications.(T Proof - 3)
- V. B. 4.A. 3 (three) the sheet print-out enamel lawyerbali@yahoo.com about the sending of money went through TT the transfer as payment that was done by Jean-Paul in Germany to PT. Telemedia the dynamics of means. (T Proof - 4)
- V. B. 4.B 3 (three) the sheet of T proof - 4 that in print-out used power point. (T Proof - 5)
- V. B. 5. 1 (one) the sheet of the photocopy of the DENPOST newspaper clipping September 25 2004 the "Provider ISP Dark was controlled" (was three ISP but that continued just one) (evidence T - 6)

VI. Facts established in the Court Session

That against CV. Candi Internet and ISP other in Bali was done by the management by the government in this case the Directorate General of post and telecommunications when being done by the control by the Unit of Cyber Crime Regional Police Bali that before doing this control did not do the co-ordination with the unit/the unit/the division/the other part in fact not with Director Reserse and Criminal that got the report from the KORWAS member of part police about this management.

That in this management was explained many conditions put forward the ISP request of implementation permission that minimal needed time two length months only to equip the condition put forward the request not yet including the process permohonan until the publication of permission.

However the control of CV. Candi Internet was done less than a month after this socialisation agenda.

That was based on the fact dipersidangan was unproven that CV. Candi Internet held ISP. That there was no loss that was experienced by the country resulting from the implementation of the Co-operation Agreement of PT. Pacific Lintas Buana and CV. Candi Internet eventually.

That was based on the fact dipersidangan did not be that witnessed the Defendant making use of the telecommunications equipment like that was produced in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series.

That the role of the Defendant as the managing director CV. Candi Internet only was limited by the formality because in fact the Defendant did not get the right and carried out the obligation as a managing director.

That there was no witness who knew clearly the owner of this telecommunications equipment but was based on the witness's information Ir. Purnawan Andoko he that used (put on and menginstal) Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series in the area CV. Candi Internet at the request of Harry Bleckert.

However when installing till at this time him just accepted payment totalling 50%.

That all the Material Evidence that was put forward by the Public Prosecutor the Public Prosecutor was to be not valuable as the authentication implement on the basis of as follows: - With 1 (one) the unit Comtech EF the Data CDM-570L L-Band Satellite the Modem and 1 (one) MP's unit 800 Routers Series could not prove the implementation kind of the telecommunications what was charged against CV. Candi Internet.

Appropriately the expert witness's information of the two implements could function as the ISP implement but also could have a function of as the NAP implement depending the supportive other equipment the work the two implements and depended results that was met CV. Candi Internet but because the implementation was not yet able to be carried out because of not having the implement penunjang other then did not yet have the assurance of results that were received CV. Candi Internet from the two implements.

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

- the Series a group of implement Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series did not yet become telecommunications equipment because did not yet enable telecommunications.

In accordance with the Kesatu Accusation about held ISP (the Internet Service Provider = the service of internet access) then the main condition for the ISP implementation was if giving the service of internet access that must be proven with the existence of the customer but the Fact in the Meeting revealed that the condition for the customer to be able to accept the service from wireless ISP like CV. Candi Internet was to have to have antennae and Radio in the place of the customer but that (both the customer and the antennae equipment and radio) was not yet had by CV. Candi Internet.

- 8 (eight) the sheet print-out website Balinese Wireless could not be found to website Candi Internet with the code www.candiinternet.com like the accusation sound of the Public Prosecutor the Public Prosecutor but his fact 8 (eight) the sheet print-out website Balinese this Wireless could be found to website Balinese Wireless that is with the code www.baliwireless.com.

Two codes/the address that was different had the contents that was also different.

- 8 (eight) the sheet print-out website Balinese this Wireless in print-out on February 3 2005 to be precise 103 (one hundred three) the day after police seized the telecommunications equipment CV. Candi Internet.

With the installation of the telecommunications equipment to CV. Candi Internet could not be proven that holding the telecommunications moreover after this equipment was seized by police then 8 (eight) the sheet print-out website Balinese this Wireless could not be used as the implementation evidence of the telecommunications before and up to October 23 2004 because of the contents website could be changed (up date) at any time 24 hours a day even each minute and the second could be carried out.

VII. Analysis of Facts

- That in accordance with Analysis discussions of the Facts in the bundle of the case of the investigator Regional Police Bali that was made the foundation for the Public Prosecutor to compile the Accusation Letter, to point 4 pages 11 said that ISP CV. Candi Internet did not yet operate and did not get any clients.

- That the analysis of the fact in the meeting then strengthened the analysis of the investigator's fact the Unit of Cyber Crime Regional Police Bali that CV. Candi Internet was unproven to be ISP.

- That ISP (the service of internet access) was one of the kinds of the telecommunications service. Was based on the article 1ayat (7) Republic of Indonesia regulations the number 36 1999 about the definition Telecommunications from the telecommunications service was the telecommunications service to satisfy the requirement telecommunications by making use of the network of the telecommunications.

The condition to be able to be said held the telecommunications service was if having the telecommunications service that is to the customer.

- That with the nonexistence of the loss that was experienced by the country resulting from the implementation of the Co-operation Agreement of PT. Pacific Lintas Buana and CV. Candi Internet eventually then did not have the element of the characteristics against the Law from the Defendant's action.

- That all the evidence that was put forward by the Public Prosecutor the Public Prosecutor did not have the strength/thought authentication.

- That the Defendant had not made use of the telecommunications equipment like that was produced in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series.

- That the Defendant not like the managing director that actually so as to be able to not bear upper responsibility the person's other action in the area CV. Candi Internet where the Defendant personally did not have the authority to ban because of this equipment not belonging to the

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

Defendant and could not be involved because of not having the understanding capacity/knowledge that was enough about this telecommunications equipment.

VIII. Legal Analysis

The First Accusation (ISP Services without license) was unproven. Because of being not untangled in the significant demand of the Public Prosecutor considered was unproven.

Also according to us also that was unproven because elements were not enough.

the Second Accusation (operating uncertified equipment) that according to the Public Prosecutor the proven Public Prosecutor with elements:

1) the Thing siapa

2) Trade In, made, assembled, put or made use of telecommunications equipment in the Indonesia territory of the Republic's Country

3) That was not in accordance with the condition teknis but according to us the Public Prosecutor did not untangle completely elements of the Second Accusation because of this accusation article that is the article 52 Republic of Indonesia regulations the number 36 1999 about the Telecommunications firmly mentioned; as being meant in the Article 32 articles (1).

Then elements of the article 32 sepatut him was untangled and proven legally.

According to us necessarily the element of the article 52 junto the article 32 Republic of Indonesia regulations the number 36 1999 about the Telecommunications was as follows:

1) the Siapa Thing

2) Trade In, made, assembled, put or menggunakan

3) **Telecommunications Equipment**

the Article 1 UUU no. 36 1999 gave the definition and distinguished clearly between the understanding of the Telecommunications Implement and Telecommunications Equipment. The article 1 (2) the Telecommunications Implement was each fitting that was used in telecommunications.

The article 1 (3) Telecommunications Equipment was a group of telecommunications implement that enabled telecommunications.

So just could be said as Telecommunications Equipment if was 2 or more the gathering implement so as with a group of equipment was enabled to do the telecommunications activity.

Was based on the fact in the meeting was expressed that only with 2 (two) the evidence that was put forward by JPU did not enable telecommunications.

The two implements were not yet able to form the group that enabled telecommunications.

However must have the other equipment both that was bundled into the series and could be separated but gather through the broadcasting through air.

In the demand also was not explained about "enabled telecommunications the" kind" what was brought to court was done by the defendant by making use of the material evidence that was put forward.

According to the article article 52 junto the article 32 Republic of Indonesia regulations the number 36 1999 that was required to have the certificate was telecommunications equipment not the telecommunications implement.

4) in the Indonesia territory of the Republic's Country

5) That was not in accordance with the condition teknis.

Technically a telecommunications implement must clear allocated and his use.

After being coordinated with a group of other implement any so as with this equipment could enable did one of the kinds of the telecommunications activity.

After clear and complete just was pleaded for by certification.

This certificate eventually only will be current for the equipment then.

If several telecommunications implements were from some telecommunications equipment connected with several other telecommunications implements so as to form other

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

telecommunications equipment and enabled telecommunications both the kind the same activity and was different then must get the other certificate that was also different.

According to the expert witness's information Ir.

Ruslan Harun: the two telecommunications implements as the material evidence in the meeting that is Comtech EF the Data CDM-570L L-Band Satellite the Modem and the MP 800 Routers Series could be used as NAP equipment but also could be coordinated with other implement so as to become ISP equipment.

6) And was based on appropriate permission the legislation regulation that berlaku according to the current legislation, there was the stage that must be passed through before the request submission.

law experienced many changes, according to that at this time was valid was restrained time 1 year for the management certificate till January 2006.

The sign certificate telecommunications equipment was the obligation of the label fitting to telecommunications equipment.

Ex: Very rarely mobile phone batteries have the certificate label, if significant almost 15% the Indonesian inhabitants must enter the prison because of making use of telecommunications equipment without the certificate.

Was based on Transport Minister's Decision No. KM 65 2003 about the Conduct of the Publication of the Certificate, labeling of the Implement and Equipment of the Article Telecommunications 4 articles (5): In putting forward the certification request and the labeling of the type of the implement and telecommunications equipment as being meant in the article (1) obligatory enclosed the condition as follows: a.

The written request;

B.

The company's articles of incorporation that was ratified by the authorised official;

C.

The trade business licence;

D.

The specification of the implement and orK equipment of the technique;

E.

The guidance of the operation (instruction/operation the manual) ;

F.

The guidance of the installation (installation the manual) for equipment that in his testing necessary diinstalasi;

G.

The analysis of the technique and the diagram of the circuit (technical description and circuit the diagram) ;

H.

Sample the implement and telecommunications equipment that will be tested, for the category of the customer's equipment (Customer Premises Equipment CPE) at least totalled 2 (two) the unit and for the category that not CPE at least totalled 1 (one) the unit; dan

I.

Documents produced by the country's other tests.

From this condition clear that the conduct of the certificate submission that is after having the clarity concerning the kind/the type each implement that would dirangkaian so as to form telecommunications equipment as well as to know the telecommunications kind that was meant. By being not untangled all the element of the article that was brought to court then his authentication was incomplete.

Final Defense Statement in case against Sang Ayu Md. Karnasih

(automatic translation from Indonesian source using ToggleText.com)

About incriminating matters the Defendant: - the untrue Public Prosecutor considered that the defendant's action gave the occurrence opportunity of the trade in similar equipment that did not have certification.

Precisely clearly was explained by the expert witness that responsibility or the obligation carried out certification was to "vendor" or the seller.

Precisely with the spilling over of the mistake resulting from the defendant's action then will give the opportunity for the sellers to trade in similar equipment that did not have certification.

- also untrue the Public Prosecutor's opinion who considered the Defendant gave complicated information in the meeting.

The defendant often answered did not know because indeed the Defendant did not understand and have the understanding about this Internet field so as the Defendant personally also confused to answer the question that diajukan

About matters that meringkankan the Defendant:

Beside matters alleviated that was sent by the Public Prosecutor we added that:

The Defendant did not understand the problem of the internet and did not understand the problem undertook the efforts activity.

Conclusions

That both the First Accusation was linked the article 47 yo the article 11 articles (1) Republic of Indonesia regulations the number 36 1999 about the Telecommunications and the Second Accusation connected the article 52 yo the article 32 Republic of Indonesia regulations the number 36 1999 about the Telecommunications according to our opinion was unproven legitimately and convincingly.

In connection with that while being waiting for this decision we requested that the detention of the defendant was postponed et cetera so that the judge's council drops the decision as follows:

- 1. Appointed that the First Accusation and the Second Accusation of the Public Prosecutor were unproven legitimately and convincingly.**
- 2. Release the Defendant from the First Accusation and the Second Accusation.**
- 3. Release the Defendant from Prison**
4. Stated the Material Evidence take the form of:
5. - 1 (one) unit Comtech EF the Data CDM-570L L-Band Satellite Modem
6. - 1 (one) unit MP 800 Routers Series was returned to that most berhak
7. - 8 (eight) sheets print-out website Balinese Wireless continued to be attached in the bundle of the case
8. **Appointed this case cost to be placed to the country.**

O R

if the judge's council believed other, requested the decision that was considered to be fair and just (Ex Aequo And Bono).

This defense statement (pledoi) was sent by us.

Thank you for your attention.

It is hoped the Law could See in Kegelapan

Denpasar, September 1, 2005

Our honour, the Legal Counsel the Defendant,
R. Azhari, SH