The Effectiveness of Using Insolvency as the Ultimate Remedium in Receivables Dispute Resolution: a Case Analysis of PT. Jawa Barat Indah

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Abstract
Bankruptcy is a condition that causes a person or legal entity to become incompetent in carrying out legal actions. The Bankruptcy Law was created to protect creditors by providing a clear and definite mechanism for resolving unpaid debts. Debtors who have difficulty paying their maturing debts and believe that they are unable to continue payments can submit a PKPU to the Commercial Court. In bankruptcy, there are several important principles, one of which is the existence of debt. Debt is the main requirement for filing for bankruptcy because without debt a bankruptcy case cannot be filed. Bankruptcy should be the last resort, namely as the last solution or the last solution of the last in solving the problem. But in reality in the bankruptcy case of PT Jawa Barat Indah, Bankruptcy was just like a premium remedy or the first resort. The author will provide a review and portrait of three important things. First, regulation of debt principles in the Bankruptcy Law; Second, bankruptcy principle as a last resort; and Third, analysis of the effectiveness of the use of bankruptcy in cases of disputes over debts against the case of PT Jawa Barat Indah. The method in this article is normative juridical, Law no. 37 of 2004 became the primary legal material, and library research is the technique of collecting legal materials in this article. Secondary legal material uses theory last resort as a benchmark and tertiary legal material as an elaboration of certain terms.

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Introduction
Bankruptcy is a process in which a person who experiences financial difficulties in paying his debts is declared bankrupt by the court, especially the commercial court because he is unable to fulfill his debt obligations (Mantili & Trisna Dewi, 2021). Bankruptcy is a
process that generally benefits creditors, based on several important principles such as the Principle of Creditor Equality (Parity Creditorium), the Principle of Equal Distribution (Pari Passu Prorata Parte), the Principle of Structured Creditors (Structured Creditors), all of which are packaged in the Principles of Debt Collection (Debt Collection) (Situmeang et al., 2020). Meanwhile, according to the author, bankruptcy is a condition that causes a person or legal entity to become incompetent to perform legal actions (Anisah & Suarti, 2022). The debtor’s assets can then be distributed to creditors by applicable government regulations. Historically, bankruptcy laws were created to protect creditors by providing a clear and definitive mechanism for the settlement of unrepayable debts.

The history of Bankruptcy Law in Indonesia began almost 100 years ago, namely since 1906, namely "Verordening op het Faillissment en Surceance van Betaling voor de European in Indonesia" based on Staatblads 1905 No. 217 jo. Staatblads 1906 No. 348 Faillissementverordening (Mantili & Trisna Dewi, 2021). In the 1960s and 1970s, there were still many bankruptcy cases brought to District Courts throughout Indonesia, but since the 1980s almost no more bankruptcy cases have been brought to District Courts. In 1997, Indonesia experienced a monetary crisis that resulted in many debts that could not be repaid even though they had been collected. This raises the need for improvement of laws and regulations in the field of bankruptcy and postponement of debt payment obligations which are often referred to as PKPU. Currently, the legal basis for PKPU bankruptcy in Indonesia is contained in Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (UUK-PKPU).

If the debtor has difficulty in paying his overdue debts and feels that he will not be able to continue his payments, he can apply for a postponement of debt payment obligations (PKPU) to the Commercial Court. These applications are usually filed in response to bankruptcy petitions filed by creditors. Through his legal representative, the debtor submits a suspension of debt payment obligations to the Commercial Court, hoping to formulate a settlement plan involving the payment of part or all of its debt to creditors. Its main purpose is to prevent Bankruptcy. Given that the prevention of bankruptcy benefits various parties, such as employees, shareholders, and creditors who will receive debt payments, the postponement of debt payment obligations takes precedence in a court decision if several cases are united. In other words, the court is obliged to grant a "temporary" suspension of debt repayment obligations (Mantili & Trisna Dewi, 2021). Article 222 paragraph (2) of the UUK-PKPU states that: "A debtor who cannot or expects to continue paying his overdue and collectible debts may invoke a postponement of debt repayment obligations to submit a peace plan that includes an offer to repay some or all of the debt to creditors."

Although not regulated in law, Suspension of Debt Payment Obligations (PKPU) can be understood as an effort to reach an agreement between debtors and creditors regarding debt settlement. In its course, in 1934, bankruptcy applied only to traders. But along with
the times and the economy, bankruptcy does not only occur in traders but also in companies that have debts and go bankrupt. Insolvency acts as a mechanism for creditors to collect debts from debtors. This is usually done when the debtor is in bankruptcy, where the debtor is no longer able to pay his debts to his creditors. The main purpose of bankruptcy is to divide the wealth of the debtor with creditors through receivership.

In bankruptcy, there are several important principles, one of which is the existence of debt. Debt is the main requirement for filing a bankruptcy application because without debt bankruptcy cases cannot be filed. In addition, the debt must be due and collectible. Bankruptcy applications are usually based on the existence of a debt receivable agreement between debtors and creditors. Under the agreement, the creditor filed a bankruptcy application with the court (Anisah & Suarti, 2022).

One of the core contents of the changes to the UUK-PKPU is related to the definition of debt as stipulated in Article 1 paragraph (6) of the UUK and PKPU as well as the terms and procedures for filing bankruptcy applications and applications for postponement of debt payment obligations. This includes setting a clear time for decision-making related to bankruptcy and/or postponement of debt payment obligations.

The broad definition of debt has implications for the dimensions of Bankruptcy Law in general, this is as stipulated in the provisions of Article 1 paragraph (6) of the UUK and PKPU which defines debt as follows: "Obligations expressed or can be expressed in the amount of money both in Indonesian currency and foreign currency, either directly or that will arise in the future or contingent, arising due to agreements or laws and which must be fulfilled by the Debtor and if not fulfilled entitle the Creditor to obtain its fulfillment from the Debtor's assets."

The purpose of confirmation in bankruptcy regarding unpaid debt is to ensure that even though the debt has been partially repaid there are still obligations that have not been fulfilled, the debt can be the basis for filing for bankruptcy. In Bankruptcy Law, the expansion of the definition of debt is not accompanied by a limitation on the value of debt, as a condition for filing a bankruptcy application, so that any bill arising from the receivable-receipt relationship, or other relationships that result in the obligation to pay debts, can apply for bankruptcy to the Commercial Court. The Commercial Court judge will grant the bankruptcy application, if the elements stipulated in Article 2 paragraph (1) of the UUK-PKPU have been fulfilled, which reads as follows: "A debtor who has two or more creditors and does not pay in full at least one overdue and collectible debt, shall be declared bankrupt by decision of the Court, either on his application or on the application of one or more of his creditors."

No provision in Article 2 paragraph (1) of the UUK and PKPU requires indigent debtors to be declared bankrupt. This is contrary to the universal principle of the Bankruptcy Law which aims to provide solutions for debtors and creditors when debtors are unable to pay their debts.
The legal term "ultimum remedium" is used to refer to the application of criminal sanctions, as a last resort in law enforcement. According to Sudikno Mertokusumo in his book entitled "Legal Discovery: An Introduction". Ultimum remedium is defined as the last option that can be used (Said & Ifrani, 2019). Bankruptcy should be the ultimate remedium, that is, as the final solution or the author's language is the last and final solution in solving the problem (Damanik, 2010).

The Bankruptcy Law should not only aim to declare bankruptcy for debtors who neglect to pay their debts, but more than that, provide solutions or alternatives on how a debtor company that has good business potential and good faith from its management can pay off its debts, restructure debts, and restore the company's financial condition. But in reality, in the case of bankruptcy of PT Jawa Barat Indah, bankruptcy is precisely a premium remedium or first resort or the opposite of ultimum remedium which means the most important, earliest, first choice, the first weapon of all settlements, both civil and administrative. or criminal in imposing sanctions or penalties (Said & Ifrani, 2019). Please note that the principle of ultimum remedium and premium remedium was first recognized in the field of criminal law, not from bankruptcy law itself. And even the principle of premium remedium is a theory that emerged during the development of criminal law (Said & Ifrani, 2019).

Therefore, based on the description above, the author will provide a study and portrait of three important things. First, the regulation of debt principles in the Bankruptcy Law; Second, the principle of bankruptcy as the ultimate remedium; and Third, the analysis of the effectiveness of the use of bankruptcy in the case of debt-receivable disputes against the case of PT Jawa Barat Indah. Before giving a review of the two points of discussion above, the author will elaborate comprehensively related to the nature of the ultimum remedium principle and the legal consequences of postponing debt payment obligations. The purpose of this research is no less and nothing more is to provide understanding and reading for academics and practitioners. And no less important this research is also directed to answer the problems in the problem formulation above.

Research Methods

The term "method" comes from the Greek word "methods" which means a way or way of conducting research aimed at understanding the object that is the focus of the field of science concerned (Koentjaraningrat, 1991). In this context, Soejono Soekanto explained, that methods are ways of working or procedures used to understand the objects that are the focus of the science concerned. Research is a scientific activity that aims to uncover the truth systematically and consistently through appropriate methodology (Sukanto, 1990). In Legal Sciences research is a scientific activity based on certain methods, systematics, and thinking. To study a legal phenomenon or a particular legal phenomenon
through careful analysis (Waluyo, 2008). Therefore the research method is a scientific attempt to understand or solve a problem based on a particular method.

Research in this writing uses normative juridical methods carried out through literature studies, and secondary data analysis consisting of primary legal materials, secondary legal materials, and tertiary legal materials. The primary legal materials used include laws and regulations, in the form of Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. The method of collecting legal materials used in this study is literature research or source tracing such as laws and regulations, books, scientific journals, and information in print media related to the legislative process (Mahmud Marzuki, 2005). Primary legal material is a legal source that has authority and is used as a legal basis, while secondary legal material provides an explanation of primary legal material and is used to find theoretical foundations by comparing various theoretical approaches. Tertiary law materials are used to search for specific definitions or terms. Data analysis in this study was carried out qualitatively. The legal materials collected have been classified according to the problems to be identified. Only then is a comparison of various existing references.

Result And Discussion

Basic Properties of Ultimum Remedium

Before getting into the subject of the sub-chapter, the author needs to briefly discuss first what the principle of ultimum remedium is. Although it has been explained above briefly, several points can add insight and knowledge.

For the first time, the principle of ultimum remedium was applied by the Dutch Minister of Justice Mr. Modderman speaking before the Dutch Parliament, responding to the statement of a member of parliament named Mr. Mackay. Mr. Mackay stated that: "He has failed to find any legal basis as to the necessity of a conviction for a person who has committed an offense" (Bahari, 2019). Minister Modderman said (Lamintang & Lamintang, 2022): "I believe that this principle is not only constantly read between the lines, but also mentioned repeatedly, perhaps in various forms. The principle is this: only that which is particularly unjust should be punished. This is a sine qua non. Secondly, there is the requirement that it is an injustice, which experience has shown cannot be properly combated in any other way. Punishment must remain an ultimum remedium. Due to the nature of the case, there were objections to any threats of punishment. Intellectuals can also understand this without explanation. This does not mean that criminalization should be abolished, but one should always weigh the pros and cons of criminalizing each other and ensure that punishment is no worse medicine than jellyfish."

Andi Zainal Abidin explained that ultimum remedium is the last action taken to improve human behavior, especially those who commit crimes, and provide psychological effects so that others do not commit crimes. Criminal law should be the last step or ultimate
remedium. Because the Criminal Procedure Code gives enormous authority to the Police, Public Prosecutors, and Judges (Farid, 1987). Van Bemmelen stated that the ultimum remedium has a unique standing among other laws, and should be understood as a step. Not as a tool to correct inequality or restore losses but as an attempt to restore the unstable state of affairs in society. If action is not taken against such injustice, it can result in self-justifying actions by individuals (Lamintang & Lamintang, 2022).

According to an article entitled "Ultimum remedium in Senencing" from LBH Universitas Parahyangan, it is explained that ultimum remedium is one of the principles in Indonesian criminal law. The principle of ultimum remedium states that criminal law should be the last step in law enforcement. This means that a problem can be resolved through other channels such as kinship, deliberation, mediation, and civil or administrative law. So that path must take precedence before using criminal law (Said & Ifrani, 2019).

Prof. Dr. Wirjono Prodjodikoro, S.H. in his book entitled "Principles of Criminal Law in Indonesia", also explained the meaning of ultimum remedium. According to him, norms or rules in constitutional law and state administrative law must be responded to first with administrative sanctions, as well as norms in civil law must be responded to with civil sanctions. However, if such administrative and civil sanctions are not sufficient to achieve the goal of improving social balance, then criminal sanctions will be imposed as a last resort or ultimate remedium (Wirjono, 2003). When compared to civil or administrative sanctions, criminal sanctions have the nature of being the last weapon or ultimate remedium. This characteristic encourages the sparing use of criminal sanctions. Thus it can be understood that ultimum remedium is a term that describes the nature of criminal sanctions as a last resort (Wirjono, 2003).

From several understandings about the principle of ultimum remedium that have been reviewed above, the author provides opinions and conclusions related to bankruptcy practice or bankruptcy law. In short, the principle of ultimum remedium is indeed from the elaboration of some of the above understandings of the principle from its history classified as a category in criminal law, more precisely in the criminal justice system, in this case, criminal law enforcement. However, the principle of ultimum remedium over time is not only used in the institution of Criminal Law, but in the entire field of Civil Law, State Administrative Law, and Administrative Law. So the author concludes that the principle of ultimum remedium must also be applied in the practice of Bankruptcy or Bankruptcy Law. Given that the principle places criminal sanctions, in this case, bankruptcy must be applied or used last when other legal institutions are ineffective. The principle of ultimum remedium is applied in bankruptcy considering that before using the bankruptcy route according to this basic paradigm, before entering bankruptcy there must be a mechanism for mediation, negotiation, and other alternative dispute resolution.

A piece of company data from SOEs went bankrupt and dissolved in 2022: First, PT Merpati Nusantara Airlines (Persero), was officially declared bankrupt by a panel of judges...
of the Surabaya District Court, in a judge's decision on June 2, 2022. Merpati Airlines has not operated since 2014 and booked liabilities of IDR 10.9 trillion with negative equity of IDR 1.9 trillion per the 2020 audit report. Second, PT Istaka Karya, since the decision to file for bankruptcy and the cancellation of the peace agreement (homologation) on July 12, 2022, Istaka Karya has not shown any improvement in work. In 2021, it has total liabilities of IDR 1.08 trillion with the company's equity recorded at minus IDR 570 billion. Third, PT Kertas Kraft Aceh went bankrupt because production was stopped because there were no raw materials and gas. However, in general, PT KAA's problems stem from two aspects, namely the operational aspect and the financial aspect. Fourth, PT Industri Sandang Nusantara is a state-owned company engaged in textiles. The company was dissolved due to continuous losses, where the company's revenue for 2022 was IDR 52 billion and net loss was IDR 86.2 billion (Kaleidoskop 2022, t.t.).

According to the author, the principle of ultimum remedium has begun to be used as a benchmark in bankruptcy law enforcement by bankruptcy administrators. This can be seen from the decrease in the number of criminal sanctions from year to year and the increase in bankruptcy administration sanctions actions. The success of the application of the ultimum remedium principle can be measured from the positive impact caused by the sanctions given by the bankruptcy management on the welfare of the Indonesian people, especially the state-owned companies themselves which are free from the smell of increasing and increasing losses. Law enforcement should be based on the goal of creating fair legal certainty and welfare, to create an environment that is safe, just, and beneficial to society, defendants, and convicts.

Regulation of Debt Principles in Bankruptcy Law

Before a creditor files a bankruptcy application against the debtor, some requirements must be met. First, the debtor must have a collectible overdue and unpaid debt. Second, the debtor must have at least two creditors, this is stipulated in Article 2 paragraph (1) of the Bankruptcy Law which states that, if the debtor has two or more creditors and does not pay at least one amount due and collectible, the debtor can be declared bankrupt through a court decision either through his application or at the request of one or more creditors.

If we look at the conditions needed to file a bankruptcy case, it is very simple. First, there must be overdue debts that have not been paid in full and can be collected. In addition, the debtor must also have a minimum of two creditors. Proof of debt can be obtained from the creditor showing that the debtor has debts that have not been repaid according to maturity or under an agreement that allows collection of those debts (Hadi Subhan, 2008). In a juridical context, the issue of the type of debt that meets the criteria as stipulated in Article 2 Paragraph (1) of the UUK is a matter that needs to be considered in the evidentiary process in bankruptcy cases.
In Article 1 Number 6 of the UUK, it is explained that debt in the context of bankruptcy law is an obligation that can be expressed in the form of a sum of money both in Indonesian and foreign currencies. Such obligations may arise directly or in the future and maybe contingent in nature. This debt arises because of an agreement or law, and the debtor must fulfill it. If these obligations are not fulfilled, the creditor is entitled to obtain debt fulfillment from the debtor's assets.

The explanation of the definition of debt, in the Bankruptcy Law of 2004 has increased significantly compared to the previous Bankruptcy Law. In the previous Bankruptcy Law, namely Law Number 4 of 1998 Juncto Bankruptcy Regulations, there is no clear limitation on the definition of debt. Therefore, when the 1998 Insolvency Law was revised, two interpretations emerged from both academics and practitioners (Hadi Subhan, 2008). Some argue that debt in this context is debt arising from debt agreements in the form of money. This group limits the definition of debt narrowly so that it does not include performance arising from agreements other than accounts payable. In the practice of bankruptcy court, some judges also adopt this narrow interpretation. For example, in the case of PT Jawa Barat Indah, against Sumeni Omar Sandjaya and Widyastuti, the Supreme Court in its review decision number 05 PK/N/1999 held that under Article 1 of the UUK, the debt referred to is the principal and interest debt. So, the definition of debt in this context relates to the legal relationship of lending and borrowing money, or the obligation to pay a certain amount of money, as a special form of various types of agreements in general.

However, other groups argue that Article 1 of the Debt Law refers to achievements that must be paid as a result of an agreement. The notion of debt in this case is broader. The term debt relates to obligations in civil law. Obligations or debts may arise either from contracts or legislation (as provided for in Article 1233 of the Civil Code) (Hadi Subhan, 2008). These achievements can be in the form of giving something, doing something, or not doing something.

Basically, in the Civil Code and the civil law system, there is no division of debt in a narrow or broad sense. Debt is a debt, as stipulated in Article 1233 of the Civil Code. However, in practice and expert discussions, there is debate about this terminology. Of the two opinions about debt, the correct opinion is the group that states that debt has a broader understanding. Given that the Bankruptcy Law is a further development of the Civil Code, debt in the UUK has the same meaning as that regulated in the Civil Code. This is also related to the principle of debt pooling where bankruptcy is used to distribute assets to creditors. In this case, the creditor is not only related to the loan agreement but also in the context of the engagement in general. Debts relating to engagements may arise as a result of agreements or laws. Debts in engagements arising from the law can originate from the law itself or as a result of the actions of a person. An engagement arising from a law as a result of someone's actions can be an act that is by the law or violates the law (onrechtmatige-daad).
In the Bankruptcy Law, the concept of debt is also applied in a broad sense. According to Siti Soemarti Hartono, in legal practice, it is proven that making a payment does not always mean giving a certain amount of money. For example, according to the Hoge Raad ruling of June 3, 1921, making a payment means fulfilling an obligation, which can be in the form of delivery of goods (Hartono, 1981). In addition to considering the principle of debt in a broad sense, several broad elements must be met so that debt can be the basis for filing for bankruptcy, including 1) the debt has matured; 2) debt can be collected; and 3) the debt is not paid in full.

A debt can be said to have matured, when the agreed time has passed, or in some other cases, the debt can be collected, even though it has not reached its due date. To collect a debt that has not yet matured, an acceleration clause or provisions for acceleration of maturity and default clauses can be used. A collectible debt is a debt that is not derived from a natural obligation or an obligation that cannot be disputed in court. Obligations that are usually referred to as natural obligations cannot be used as a reason for filing for bankruptcy. Meanwhile, it is important to emphasize that in bankruptcy, debt that is not repaid aims so that if the debt has been partially repaid but there are still obligations that have not been fulfilled, then the debt can be used as the basis for filing for bankruptcy (Hadi Subhan, 2008).

Analysis of the Effectiveness of the Use of Bankruptcy in the Case of Debt- Receivables Disputes in the Case of PT Jawa Barat Indah

Before the definition of debt contained in the 2004 UUK and PKPU, there were differences of views among judges. A clear example is the case between Sumeini Omar Sandjaya and Widyastuty against PT. West Java Indah in 1999 about the contract of buying and selling, there are differences between the two. The Commercial Court judge held that debt concerns not only money but also goods and services. However, the Supreme Court judges held that the debt had something to do with the payment of a sum of money and if the debtor did not fulfill his obligation to deliver the goods, it was considered a default in the view of the Supreme Court judges (Ismail, 2018).

This limited definition of debt is also applied by the decision of the Supreme Court of the Republic of Indonesia in bankruptcy cases between; PT Jawa Barat Indah (Bankruptcy Respondent) with Sumeini Omar Sandjaya and Widyastuty (Bankruptcy Applicant) on the decision of the Supreme Court when overturning the decision of the Commercial Court, in the bankruptcy case between Helena Melindo Sujutomo (Bankruptcy Respondent), and PT Intercon Interprises (Bankruptcy Applicant), and with the decision of the Commercial Court in the bankruptcy case, between Sangyong Engineering and Construction Co. Ltd. (Bankruptcy Applicant), with PT. Hotel Citra Jimbaran Indah (Bankruptcy Respondent) (SRIDADI, 2009). In Review Decision (PK) No. 05PK/N/1999 the Supreme Court ruled that according to Article 1 of Law No. 37 of 2004, the debt consists of principal and interest debt. Therefore, what is meant by "debt" in this context is the legal relationship between
borrowing and borrowing debt or the obligation to pay a sum of money, which is a special form of various forms of engagement in general (Tejaningsih, 2016).

The decision of the Commercial Court and the Supreme Court at the cassation level in the case of Sumeini Omar Sandjaya and Widyastuty against PT. Jawa Barat Indah provides a broader understanding of the meaning of "debt". The case is related to the purchase of Laguna Pluit apartment units that have been paid in full by the buyer to the developer, PT Jawa Barat Indah. According to the agreement, the developer is obliged to hand over the completed apartment unit to the buyer. However, developer PT Jawa Barat Indah did not fulfill these obligations citing the 1998 economic crisis, and could not complete construction. Sumeini Omar Sandjaya and Widyastuty considered that PT Jawa Barat Indah was reluctant to fulfill the obligation to hand over flats to buyers who had paid in full and did not want to compensate for the losses caused (Kusumaningrum, 2011).

In the decision of the Commercial Court Number 27 / Bankruptcy / 1998 / PN. On January 12, 1999, there was an explanation of the broader meaning of the word "debt". The judges in the panel of judges gave the following considerations: "Article 1 paragraph (1) of Law Number 4 of 1998 determines that debtors who have two or more creditors and do not pay at least one debt that is due and collectible. The legal relationship that exists between the debtor and the creditor is an engagement relationship in the field of property law (vermogen recht), some creditors are entitled, some debtors are obliged, and there are objects as well, giving rise to a "debt"."

From the legal facts in this case, it was revealed that PT Jawa Barat Indah as the developer and seller of housing did not fulfill its obligations as stipulated in Article 8 of the sale and purchase binding agreement. Therefore, the debtor has a debt that has matured and can be asked for payment. The bankruptcy applicant has sent a summons to the developer (creditor), but the developer replied that they could not hand over the apartment units that had been purchased due to forced circumstances or force majeure that prevented them from continuing their obligations to build the flats. The panel of judges of the Commercial Court rejected the force majeure reasons filed by PT Jawa Barat Indah and stated that the bankruptcy application was filed by the party (Kusumaningrum, 2011).

After receiving the decision, PT Jawa Barat Indah as the debtor has submitted a Cassation Application. According to them, Article 1 paragraph (1) of Law Number 4 of 1998 and its explanation, clearly states that what is meant by "debt" must refer to principal and interest debt. In addition, the legal relationship between the Cassation Applicant and the Cassation Respondent is a binding sale and purchase relationship. The Cassation Applicant submitted evidence showing the existence of a legal relationship between producers and consumers which was misinterpreted as a relationship between debtors and creditors in the context of accounts receivable (Kusumaningrum, 2011).

According to the decision of the Supreme Court in Decision Number 04/K/N/1999 revealed by the Panel of Cassation Judges, the debtor can be declared bankrupt by the
provisions of Article 1 paragraph (1) of the Bankruptcy Law, provided that the following conditions are met: a) there is a debt; b) the debt is due and collectible; c) have at least 2 (two) creditors.

From the author’s analysis of the explanation above, several conclusions can be drawn: First, the Commercial Court has unique and specific characteristics, where the court only examines related cases and has special authority. This results in debt becoming a legal relationship that occurs through debt receivable agreements, or borrowing money between debtors and creditors. In connection with that, the debtor must pay the amount of principal or interest on a date or time that has been determined together. Second, outside of a debt agreement, or a loan of money between the debtor and the creditor, where the debtor must pay the principal debt or interest on the agreed time, does not fall into the category of debt in a more general sense. Third, parties that can file for bankruptcy are debtors and creditors involved in agreements or legal relationships relating to debts or loans. If the debtor does not fulfill its obligations or fails to pay the principal or interest by the agreement that has been made, then it is considered a default that can be submitted to the Commercial Court for processing.

Fourth, if the debtor does not fulfill its obligations outside this category, it can be categorized as a default and the case must be resolved through the Ordinary District Court or District Court because it cannot be proven directly. Fifth, Debtors and Creditors who are involved in a legal relationship of buying and selling, have differences with Debtors and Creditors who are involved in a legal relationship of borrowing and borrowing money, or money debts. In the case of buying and selling, what is meant by a Debtor is a Buyer who must pay a sum of money, and is entitled to receive goods that are the object of the agreement. The creditor is a seller who is entitled to receive a sum of money from the debtor which is payment for the goods that are the object of the agreement. In addition, the seller or creditor is also obliged to deliver the goods to the buyer or debtor by the time limit agreed in the sale and purchase agreement.

Sixth, Maturity is when the deadline has been agreed upon by the Debtor and Creditor, where the Debtor must complete its obligations to the Creditor, namely paying the principal or interest on the debt by the agreement. If the debtor does not meet the deadline, it is not a due right, but an act of default, and the authority to deal with it rests entirely with the District Court. Seventh, the effect of the monetary crisis on the economy that causes prices to rise significantly cannot be considered a force majeure condition because the monetary crisis is an economic risk that has been calculated in advance by entrepreneurs or debtors.

**Conclusion**

The conclusions that can be put forward from the presentation of the problem formulation above include: First, regarding the principle of debt in UUK-PKPU there are two equally strong opinions, understanding debt from a narrow and broad angle. From a narrow
point of view, judges in some judicial practices use a restrictive interpretation, according to the decision of PK MA number 05 PK / N / 1999 argues that the debt in question is the principal and interest debt. Thus, the definition of debt in this context relates to the legal relationship of borrowing and borrowing money, or the obligation to pay a certain amount of money as a special form of various types of agreements in general. From a broad point of view: debt refers to the performance that must be paid as a result of the agreement. The definition of debt relates to obligations in civil law. Obligations or debts may arise both from contracts and legislation (as provided for in Article 1233 of the Civil Code). Second, bankruptcy should be considered as the ultimate remedium to be taken, not as a first choice (premium remedium) to resolve debt problems. The first step that must be done is an effort to reorganize debts and bankruptcy is only carried out as a last step if the restructuring efforts are unsuccessful or stop halfway. Along is referred to as the "ultimate weapon" or ultimum remedium in criminal law. This is so that there is no gap in its implementation. Third, before filing for bankruptcy, it is necessary to understand first whether the debtor has carried out what has been agreed, if there is a default the case is resolved in the District Court (Ordinary Civil) and the parties who can file for bankruptcy are debtors and creditors involved in the agreement, or legal relationships related to debts or loans.

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