

The Effectiveness of Suspension of Debt Payment Obligations (*Penundaan Kewajiban Pembayaran Utang* or PKPU) to Avoid the Debtor's Bankruptcy (Law Number 37 of 2004)

Sherly Nelsa Fitri¹, Adi Sulistiyono², Yudho Taruno Muryanto³

¹Master Program of Law, Sebelas Maret University Surakarta, Surakarta, Indonesia

^{2,3}Lecturer Master Program of Law Sebelas Maret University, Surakarta, Indonesia

Corresponding Author: Sherly Nelsa Fitri

Abstract: - This study has purpose to determine the effectiveness of PKPU in avoiding the bankruptcy of debtors. This legal study was included in a normative legal research with perspective method. The legal material used in this study were primary legal materials, and secondary legal materials, through the documentation study (literature studies), and analyzed by using deduction techniques. The results of the study showed that Law Number 37 of 2004 concerning Bankruptcy and Delaying Obligations of Debt Payments (UUK-PKPU) has not been very effective to avoid the debtor bankruptcy, this is one of the form of imbalance in the position between debtors and creditors in PKPU.

Keywords: Effectiveness, PKPU, Bankruptcy

I. INTRODUCTION

The development of the global economy requires bankruptcy law to solve the problem of corporate debt, which is useful to meet the legal needs of business people in resolving the problems of accounts payable. Legal globalization follows economic globalization, in the sense of the substance of various laws and agreements that spread across national borders¹. Bankruptcy problems always have an effect, both for creditors and for debtors and also employees of a company related to termination of employment. Bankruptcy of a company is something that is not desired by various parties. In general, bankruptcy has an adverse effect on the national economy².

Both philosophically and the purpose of bankruptcy law is to make the entire assets of the debtor can be used as collateral for the payment of this debt to the creditor. Because of the manifestation of the inability of the debtor, Commercial Court can make arresting over all asset of the debtor. The creditor fear and would like to pick up the assets. That is why,

it needs a regulation so that the division of debtor property can be done fairly and equitable to pay creditor's bills.³

According to Martin in Supardi 2002: a bankruptcy as a failure happening to a company is defined in some meanings: (1) Economic Distressed is a failure in the economic sense usually meaning that a company loses money or revenue. It is not able to finance its own expenses, meaning that the profit is less than the cost of capital or the present value of the company's cash flow is less than the liabilities. The failure happens if the real cash flow of the company is much less than the expected cash flow. Even the failure may mean that the return on historical cost of investment is less than the cost of capital the company has incurred for the investment. (2) Financial Distressed. The meaning of financial distressed is the distress in fund both in term of cash and in term of working capital. Some asset liability management plays an influential role in the arrangement to prevent the financial distressed. financial distressed usually means an insolvency that distinguishes cash flow base from share base⁴.

Bankruptcy can be decided easily, so that it does not happen and to avoid the establishment of bankruptcy by the court with a fixed judge's decision, a legal effort can be made that can balance the existence and function of bankruptcy law, namely by The Suspension of Debt Payment Obligations (PKPU). It is a period granted by a Commercial Court Judge to a debtor and creditor to negotiate ways to repay debtor debts, both partially and wholly including the need to restructure the debt. An opportunity is provided for the debtor

³ Maswandi, Tan Kamello, Budiman Ginting, Baik, Bankruptcy Practices in Indonesia Relating to Legal Protection for Solvent Debtor, International Organization Of Scientific Research (IOSR), *IOSR Volume 21, Edisi 1, Ver. 5 (Jan 2016)*, P 99, <http://www.iosrjournals.org/iosr-jhss/papers/Vol. 21 Issue1/Version-5/M0211599103.pdf>

⁴ Suharto Abdul Majid. 2016. Analysis on the Factors Causing Airlines Bankruptcy: Cases in Indonesia". *International Journal of Management Sciences and Business Research*, Feb-2016 ISSN (2226-8235) Vol-5, Issue 2, P 13

¹Sunarmi. 2010. *Legal Bankruptcy 2nd Edition*. Jakarta: PT Sofmedia. page 1
² Suyatno. 2012. The Use of Suspension of Debt Payment Obligations, as an Effort to Prevent Bankruptcy. Jakarta: Kencana Media Prenada Group. page : 1

to postpone debt-payment obligations the debt, it is possible for the debtor to continue his business, the assets and wealth will still be retained by the debtor so that it can provide a guarantee for repaying debts to all creditors, and also gives the debtor the opportunity to restructure his debts, while for creditors, PKPU that has been given to the debtor is also intended so that the creditor gets certainty about the bill, his debt will be repaid by the debtor⁵.

Suspension of debt payment obligations (PKPU) must be determined by the Court Judge on the request of the debtor who is in the state of insolvency. Provisions regarding the postponement of debt repayment obligations (PKPU) are regulated in article 212 to article 279 of the Bankruptcy Act⁶. Sunarmi said, the intention of PKPU in general was to submit a bid for a peace plan by the Debtor. This agreement plan actually provides an opportunity for the Debtor to restructure its debts, which can include payment of all or part of the debt to the concurrent Creditors. Therefore, it can be said that PKPU contains a purpose to allow the Debtor to continue its business even though there are difficulties in payment and to avoid bankruptcy. It can be seen that bankruptcy results in the liquidation of the Debtor's assets. Whereas in PKPU, Debtors were given the opportunity to negotiate with Creditors to discuss the continuation of debt accounts between them so that in the end there was no bankruptcy. As long as the PKPU process takes place, the Debtor continues to control his assets, unlike what happened in the litigation for filing bankruptcy statements⁷. The agreement can solve the debtor's bankruptcy only if the agreement is discussed and involves all creditors. If the agreement is only submitted and negotiated with only one or several creditors, then agreement cannot solve the bankruptcy of the debtor.

II. STATEMENT OF PROBLEM

Is the Suspension of Debt Payment Obligation (Penundaan Kewajiban Pembayaran Utang or PKPU) in the law number 37 of 2004 effective to avoid the bankruptcy of the debtors?

III. METHOD OF STUDY

This legal study was included in a normative legal research in which the normative aspects of law expressed by referring to the rules of outward behavior⁸, where in this study the method of perspective was applied. The legal material applied in this study were primary legal material, and secondary legal material. The legal materials were collected through document studies (literature studies), which were then analyzed using deduction techniques.

⁵ Kartini Muljadi, dalam Lontoh dkk. 2001. Debt Settlement Receivables: Through Bankruptcy or Suspension of Debt Payment Obligation.. 2001. Bandung : Alumni. Page: 173

⁶ Ahmad Yani & Widjaja Gunawan. 2002. Bankruptcy Business Law Series. Jakarta: Raja Grafindo Persada. page: 113

⁷ Sunarmi. 2010. *Bankruptcy Law 2nd Edition*. Jakarta: PT Sofmedia, 2010. page: 202

⁸ Peter Mahmud Marzuki. 2014. *Legal Research*. Jakarta: Kencana Prenada. page 39

IV. RESULT AND DISCUSSION

According to Hidayat, the definition of effectiveness in general refers to how far a goal has been achieved first determined. Then, effectiveness is a measure that states how far the target quantity, quality, and time has been achieved, the higher the effectiveness⁹. According to Amin Tunggal Widjaya, Effectiveness is the result of making a decision that directs to do something right, which helps fulfill a company's mission or achieving goals¹⁰. From those definitions mentioned, it can be concluded that effectiveness is a measure that states how far the target (quantity, quality and time) has been achieved by management, in which the target can be determined in advance.

The effective measure of Law Number 37 of 2004 concerning Bankruptcy and the Suspension of Debt Payment Obligations (hereinafter referred to as UUKPKPU), if viewed through the substance of the new law, is effective if the interests of creditors are in the attempt to pay off their receivables with the principle of fairness, openness and effective. That the development of national law in order to realize a just and prosperous society based on Pancasila and the Constitution of the Republic of Indonesia.

However, fundamentally bankruptcy law has a goal of creating a balance of interests between creditors, debtors and the public interest. As is known that what is meant by the interests of creditors is the return of debt as soon as possible or as much as possible. Then, the interests of the debtor are a desire to continue the business without having to go bankrupt but still be able to pay the debt. While the public interest is to create comfort in business, stop companies that really cannot be saved and maintain or save a company that is appropriate or worthy of being saved. As Levinthal argues, the main objectives of bankruptcy law is as follows:¹¹All bankruptcy law, however, no matter when or where devised and enacted, has at least two general objects in view. It aims, first, to secure and equitable division of the insolvent debtor's property among all his creditors, and, in the second place, to prevent on the part of the insolvent debtor conducts detrimental to the interest of his creditors. In other words, bankruptcy law seeks to protect the creditors, first, from one another and, secondly, from their debtor. A third object, the protection of the honest debtor from his creditors, by means of the discharge, is sought to be attained in some of the system of bankruptcy, but this is by no means a fundamental feature of the law. From the above opinion, it can be seen that UUK of PKPU is effective if it can support and guarantee certainty, order, enforcement, and legal protection which has the essence of justice and truth for creditors, debtors.

⁹ Hidayat. *Loc.Cit*

¹⁰ Amin Tunggal Wijaya. 1993. *Introduction to Management*, 1st Edition. Jakarta: Rineka Cipta Jaya. page: 32

¹¹ Louis E. Levinthal. 1999. *The Early History of Bankruptcy Law*, in Jordan, et.al, *Bankruptcy*, New York: Foundation Press. page: 17

1. The Reason for The Debtors to Propose for the Suspension of Debt Payment Obligation (PKPU) as an Effort to Avoid Bankruptcy

Generally, the purpose of PKPU is to submit a bid for a peace plan by the Debtor. This peace plan actually provides an opportunity for the Debtor to restructure its debts, which can include payment of all or part of the debt to the concurrent Creditors. So that it can be said that PKPU contains a purpose to allow the Debtor to continue its business even though there are difficulties in payment and to avoid bankruptcy.

It can be seen that the bankruptcy resulted in the liquidation of the Debtor's assets. Whereas in PKPU, Debtors were given the opportunity to negotiate with Creditors to discuss the continuation of debt accounts between them so that in the end there was no bankruptcy. As long as the PKPU process takes place, the Debtor still controls his assets, unlike the case in the case of the application for a bankruptcy statement.

The reasons for the debtors for proposing PKPU are as follow:

- 1) The debtor in sufficient time, can correct the difficulties, and finally will be able to pay off/complete the debt later on.
- 2) For creditors is due to that this PKPU, the debt from the Debtor is fully paid, in order it does not harm it¹².

2. The Success Level of Debtors to Avoid Debt Through PKPU

According to Zainal Asikin, by the existence of PKPU various things could occur such as the following:

- 1) Claims from the creditors will be paid or can be fully paid by the debtor;
- 2) Payment of creditors' receivables is partially repaid through step-by-step delivery;
- 3) An agreement can be made if there is agreement which is commonly called *gerechelijk accord* or *dwang accord*;
- 4) Bankruptcy statement, if the objective to be achieved with the payment resignation cannot be reached¹³.

Then according to Suyatno, there are 4 possible success rates of debtors in using a PKPU law in resolving debt problems, namely:

- 1) Debtors are protected from bankruptcy as a result of reaching an agreement under the hand;

Agreements under the hand often occur because the plaintiff revokes the lawsuit and is approved by the opposing party. This method occurs outside the

¹²Hartono, Redjeki, Sri. 1999. "Civil Law As A Basis For Modern Bankruptcy Law". Jakarta: *Journal of Business Law*, Volume 7, Yayasan Pengembangan Hukum Bisnis.

¹³ Zainal Asikin. 1994. *Bankruptcy Law and Suspension of Payment in Indonesia*. Jakarta: Raja Grafindo Persada. page: 97

agreement of the parties, but if both parties agree then this can be happened.

- 2) Debtors are protected from bankruptcy as a result of achieving a peace agreement; The conditions for submitting peace are contained in Article 266 (1) of the Law, which reads as follows;

If the agreement plan is not provided in the Registrar's Office as referred to in Article 225, the plan shall be submitted before the trial day as referred to in Article 226 or at a later date with due regard to the provisions referred to in Article 228 paragraph (4).

- 3) Debtor is bankrupt as a result of failure to reach a peace agreement;
The failure of the agreement is generally caused by an agreement plan that has not been approved by the debtor.
- 4) The bankruptcy of the debtors is as a result of the agreement cancellation¹⁴.

3. The Advantages and Dissadvantages of Avoiding Bankruptcy Through PKPU

The beneficial consequences and adverse consequences in PKPU are as follow:

1) Advantages

- a. The advantages of completing the debt settlement process through the PKPU process between creditors and debtors are based on the majority of votes, namely the results of voting;
- b. The process is faster when compared to the settlement process through ordinary civil lawsuits, through passivity, or through gijzeling institutions, which spend a lot of time and lengthy procedures, the PKPU processing time grace period is very fast and clear, which is 270 days, so it will guarantee the completion time debts,
- c. The process takes precedence over other legal remedies, such as the process of settlement through ordinary civil or bankruptcy claims and the gijzeling institution, can suspend execution, during the PKPU process, the debtor cannot be forced to pay his debt to creditors,
- d. There is always control of the judge's supervisor and management of the actions of the debtor's actions, in order to reduce possible losses from the actions of rogue debtors,
- e. Ensure transparency of all creditors, because the PKPU process must be announced to all creditors who feel disadvantaged by debtors,
- f. There is an expectation or desire from the debtor, that the assets and assets will still be maintained by

¹⁴Suyatno. 2012. *The Use of Suspension of Debt Payment Obligations, as an Effort to Avoid Bankruptcy*. Jakarta: Kencana Media Prenada Group. page: 212

the debtor, so that it can provide a guarantee for repaying its debts to the entire creditor, as a legal effort from the debtor to avoid the bankruptcy process, therefore, the debtor can still run the business,

- g. There is a creditor's expectation that the debts will be repaid by the debtor, as a legal effort to give the debtor an opportunity to restructure the debts to the creditor and creditor will not arbitrarily take part in the assets declared bankrupt.

2) Disadvantages

There are some differences in the procedural regulations in the loss of settlement of debts through PKPU to creditors and debtors, so that the rights and authorities in PKPU are different from the rights and authorities in the bankruptcy, in the bankruptcy of debtors' rights and authority relating to bankrupt assets taken by the curator while in PKPU debtors still have rights and authority, PKPU cannot be directed to the execution of debtor's goods and the distribution of results to creditors, PKPU results in debtors for a certain period of time being unable to pay their debts, so that the obligation to pay their debts is suspended as long as PKPU exists.

4. The Independence Through PKPU in the Bankruptcy

Article 234 paragraph (1) UUK-PKPU. PKPU appointed must be independent and not have a conflict of interest with the debtor or creditor. The appointed PKPU board must be independent where he is a person or entity that is not under one of the parties in dispute, so that his independence is truly maintained.

The appointment of the PKPU management by the Commercial Court can be based on proposals from the debtor, creditor or on his own authority, by fulfilling the following requirements¹⁵:

- 1) Before accepting the appointment, PKPU administrators must ensure that they have sufficient competence and capacity to carry out the assignment. The competency and capacity in question is about the goodwill of the PKPU management in terms of assessing themselves regarding the ability and capacity/ qualifications of themselves to carry out the process of managing debtor assets in PKPU. Therefore PKPU officials must take part in special skills education and certification conducted by the Indonesian Curators and Administrators Association (hereinafter referred to as AKPI) or other parties accredited by the AKPI.
- 2) Before accepting the assignment of the PKPU management, they must ensure that they do not have a conflict of interest with the debtor or creditor, which he can know from the list of creditors listed in

the PKPU application or other documents submitted together with the PKPU application. If during carrying out the assignment, the PKPU Management find out that it turns out that it has a conflict with one or more creditors, the supervisory judge or with members of the commercial court judges who handle PKPU, ask the PKPU management to:

- a. Notify in writing of the conflict of interest with the supervisory judge, the debtor, the meeting of the creditor and the creditor committee, if there is a copy to the AKPI Honorary Board, and must immediately summon the creditor meeting to be held as soon as possible specifically to decide the conflict issue;
- b. Immediately resigned. If the PKPU management resigns, the PKPU board must call a meeting of creditors to appoint other PKPU officials to be carried out in accordance with the provisions of UUK-PKPU and the Professional Standards of Curators and Managers.¹⁶
- c. In carrying out its authority, PKPU officials must use their professional expertise carefully and thoroughly. PKPU Management must critically observe that every step taken in the course of carrying out its duties has a strong basis in accordance with UUK-PKPU and its implementing regulations and has taken the procedure of Professional Standards of Curators and Managers.

Article 234 paragraph (2) UUK-PKPU determines that PKPU officials who are proven to be independent are subject to criminal and / or civil sanctions according to the laws and regulations. In the explanation of UUK-PKPU it was not clearly stated the forms of sanctions that could be imposed on PKPU officials who were proven not to be independent, as well as in the implementing regulations of the PKPU Board that were independent and had no conflict of interest with the parties involved in the PKPU process only can be proven in good faith by the PKPU management itself in managing the assets of the debtor company. In good faith the PKPU process parties can also run well.

5. The Effectiveness of PKPU in Avoiding the Bankruptcy

PKPU is given to debtors with the aim of submitting peace relating to debt repayment. The existence of a peace submitted by the debtor to the creditor must go through the Commercial Court and then it will be ratified in a decision after the fulfillment of certain conditions.

¹⁵ Professional standards for Indonesian curators and administrators <http://krediturpailit.wordpress.com/standartkurator-pengurus-indonesia/> accessed on Februari 24th, 2018.

¹⁶Kheirah. "The Independence of Management of Delays in Obligations of Debt Payment (PKPU) in Bankruptcy Law". Legal Journal. Volume III, Number 2, 2013. Riau: University of Riau

However, the Commercial Court can reject the ratification of the peace plan, which is caused by:

- 1) Debtor property, including goods for retention rights, is far greater than the amount agreed to in peace;
- 2) The implementation of agreement is not full guaranteed;
- 3) Agreement is achieved due to fraud or accession with one or more creditors, or because it uses other dishonest efforts and regardless of whether the debtor or other parties collaborate to achieve that; Perdamaian itu dicapai karena penipuan atau sekongkol dengan satu atau lebih kreditor, atau karena menggunakan upaya lain yang tidak jujur dan tanpa menghiraukan apakah debitur atau pihak lain berkerjasama untuk mencapai hal itu;
- 4) Service fees and the costs incurred by experts and administrators have not been paid or are not guaranteed for payment.

If the commercial court approves homologation (content of peace), the debtor must automatically implement the peace agreement. If the debtor is negligent in carrying out the contents of the peace, it will result in the agreement being canceled, with the consequence that the debtor is declared bankrupt with all its legal consequences.

The driving factors for debt settlement through PKPU consist of: Kemauan dan kemampuan finansial;

- a) The attitudes of the creditors on the agreement proposal plan.
- b) The timeline of the implementation of the agreement.

Factors driving the success of PKPU, so that the debtor is protected from bankruptcy, among others as follows:

- a) *The Substance (Content) of the Agreement Concord in PKPU*

The Agreement Concord is made to end a dispute and in the case of PKPU it is the settlement of debts that have matured in the following ways: retracing the reduction / deduction of the principal loan and interest, reducing interest rates, conventions to debt to shares, and suspending payments.

An agreement plan has a binding force when it has been ratified (homologized) by the Commercial Court. The peace plan is offered by the debtor to its creditors. In the peace plan which is obliged to settle debts is the debtor, while the creditors are expected to give up their demands, thus two interests are compromised and will result in an agreement. However, creditors are more competitive than debtors. Even though creditors are willing to release some of the pledges, but it is done by considering their interests so as not to be harmed, if the offer from the debtor is deemed inappropriate, the

creditors can ask the debtor to increase the value of the payment.

The substance (content) of the agreement concord affects the debt settlement in PKPU. A peace agreement that reflects the balance between the interests of the debtor and the creditor is relatively acceptable and obtains homologation from the Commercial Court. Peace which includes debt compensation, debt to stock conversion, restructuring has a positive effect on debt settlement rather than cash payments.

b) *The Implementation of Agreement Concord*

The agreement that has been approved by PKPU applicants and their defendants and creditors will be bombarded by the Commercial Court as soon as the peace ruling is passed, then the peace has bound all creditors without exception in the decision without exception. The verdict was immediately in *kracht van gewijsde*.

This decision was made to end the debt settlement dispute between the debtor and its creditors, the contents of which are about the obligations of the debtor, this decision avoids the debtor from the bankrupt decision. If failing to carry out the contents of the peace until the time limit specified by the debtor will be declared bankrupt. It can be said that the debtor must implement a damn agreement to avoid this. If it fails, the creditors will submit a request for the cancellation of the agreement concord.

Agreement can be canceled if the debtor is negligent. The Commercial Court has the right or authority to determine whether the debtor is given the opportunity to carry out the content of the peace in more than one month, in accordance with Article 160 paragraph (3) of the Law; The judge is free, also due to the position, to give concessions to the debtor up to no later than one month, to still fulfill his obligations.

It was concluded that in the implementation of the peace agreement there were 2 possibilities, namely the first the contents of the agreement were carried out by the debtor. Then the two contents of the agreement fail or until the specified time limit is not realized with the result that the debtor is declared bankrupt and applies to Bankruptcy and its legal consequences.

Debt settlement through PKPU in the bankruptcy process has a less effective percentage. This is due to that bankruptcy laws are based on debtor bankruptcy. Cases that have been granted postponement of payments until ratification of peace can be declared bankrupt by one of the following reasons;

- 1) PKPU is inadvertently approved by the creditor
- 2) The agreement plan is rejected by the creditor
- 3) The creditors are proposing cancellation of payment

If it is examined deeply, the Bankruptcy Law looks more protective of creditors. It can be seen that in the debtor's bankruptcy where the debtor's assets will be liquidated and distributed equally to the creditor, whereas the debtor will bear losses both materially and morally.

V. CONCLUSIONS

The Effectiveness of PKPU in Completing the Bankruptcy;

1. Can provide benefits to creditors and debtors, namely to provide value in a practical and economical way.
2. Factors that can drive the success of PKPU, in order debtors are protected from bankruptcy, among others as follows;

a) *Substances (content) of Agreement Concord in PKPU*

The contents of the agreement concord are very much determined by the creditors through the Corum, which means that the position of the creditor is superior to the debtor. Therefore, PKPU is still less effective in resolving bankruptcy, it should be given a balanced position between creditors and debtors.

b) *The Implementation of Agreement Concord*

In its implementation, the agreement concord is very dependent on the seriousness and ability of the debtor. If it is not implemented, the peace agreement is canceled and the debtor is declared bankrupt. Bankruptcy seems to give more protection to creditors.

3. The effective measure of PKPU is if PKPU can support and guarantee certainty, order, enforcement, and legal protection that has the essence of justice and truth for creditors, debtors. PKPU can avoid bankruptcy if it sees from the benchmarks that researchers have discussed PKPU is not so effective, it can be seen that this in the bankruptcy of the debtor where the debtor's assets will be liquidated and distributed equally to the creditor, whereas the debtor will bear losses both materially and morally, this is one form of imbalance between the debtor and creditor in PKPU, where the debtor is harmed.

VI. SUGGESTION

1. In business activities the debit should be able and able to pay its debts to the creditors given the Suspension of Debt Payment Obligations (PKPU) rather than having to be declared bankrupt. Because

bankruptcy of debtors through companies declared bankrupt will have adverse effects and influences not only on the company itself but on global consequences.

2. For law enforcement and legal practitioners, the application of these laws and PKPU laws properly, supports the life of business law in Indonesia and will invite investors in and certainly it will improve the climate and national economic growth which is still stagnant now. If it is examined deeply, the Bankruptcy Law looks more protective of creditors, it should be reviewed again regarding the balance of position between debtors and creditors.

BIBLIOGRAPHY

Books

- [1]. Ahmad Yani & Widjaja Gunawan. 2002. *Bankruptcy Business Law Series*. Jakarta: Raja Grafindo Persada.
- [2]. Amin Tunggal Wijaya. 1993. *Introduction to Management*, First Edition. Jakarta: Rineka Cipta Jaya Hidayat. 1986
- [3]. Kartini Muliadi, in Lontoh dkk. 2001. *Debt Settlement Receivables: Through Bankruptcy or Suspension of Obligations of Debt Payment*. 2001. Bandung : Alumni
- [4]. _____, Gunawan Widjaya. 2003. *Guideline to Bankruptcy Cases*. Jakarta: Grafindo
- [5]. Louis E. Levinthal. 1999. *The Early History of Bankruptcy Law*, in Jordan, et.al, *Bankruptcy*, New York: Foundation Press
- [6]. Sunarmi. 2010. *Bankruptcy Law 2nd Edition*. Jakarta: PT Sofmedia
- [7]. Suyatno. 2012. *The Use of Suspension of Debt Payment Obligation, As Effort to Avoid Bankruptcy*. Jakarta: Kencana Media Prenada Group
- [8]. Zainal Asikin. 1994. *Bankruptcy Law and Suspension of Paymeny in Indonesia*. Jakarta: Raja Grafindo Persada

Journals and Articles

- [9]. Hartono, Redjeki, Sri. 1999. "Civil Law As A Basis For Modern Bankruptcy Law". Jakarta: *Journal of Business Law*, Volume 7, Yayasan Pengembangan Hukum Bisnis.
- [10]. Kheirah. "The Independence of Management of Suspension of Debt Payment Obligation (PKPU) in Bankruptcy Law". *Jurnal Hukum*. Volume III, Number 2, 2013. Riau: University of Riau
- [11]. Maswandi, Tan Kamello, Budiman Ginting, Baik, Bankruptcy Practices in Indonesia Relating to Legal Protection for Solvent Debtor, International Organization Of Scientific Research (IOSR), *IOSR Volume 21, Edisi 1, Ver. 5 (Jan 2016)*, P 99, <http://www.iosrjournals.org/iosr-jhss/papers/Vol.21/Issue1/Version-5/M0211599103.pdf>
- [12]. Professional standards for Indonesian curators and administrators <http://krediturpailit.wordpress.com/standartkurator-pengurus-indonesia/accesses> on Februari 24th, 2018.
- [13]. Suharto Abdul Majid. 2016. Analysis on the Factors Causing Airlines Bankruptcy: Cases in Indonesia. *International Journal of Management Sciences and Business Research*, Feb-2016 ISSN (2226-8235) Vol-5, Issue 2, P 13

Legislation

- [14]. Law Number 37 of 2004 concerning Bankruptcy and Delaying Obligations of Debt Payments