

ABSTRAK

PENERAPAN PASAL 222 AYAT (3) UNDANG-UNDANG NOMOR 37 TAHUN 2004 TENTANG KEPAILITAN DAN PENUNDAAN KEWAJIBAN PEMBAYARAN UTANG DALAM PUTUSAN PENGADILANNIAGA JAKARTA PUSAT NOMOR 116/PDT/SUS-PKPU/2018/PN/NIAGA.JKT.PST.

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Utang piutang dalam dunia usaha merupakan hal yang biasa. PT. Radiance (debitor) mendapatkan utang dari PT. Bank Maybank Syariah Indonesia (kreditor) dengan memberikan jaminan berupa akta penjaminan hak tanggungan, jaminan fidusia, dan jaminan *personal guarantee* atas nama Soenario Harjanto Ongkowidjaja yang telah melepaskan hak istimewanya. Kreditor yang memperkirakan debitor tidak dapat melanjutkan membayar utangnya yang sudah jatuh waktu dan dapat ditagih kemudian mengajukan permohonan PKPU berdasarkan Pasal 222 ayat (3) Undang-undang Nomor 37 Tahun 2004 Tentang Kepailitan dan Penundaan Kewajiban Pembayaran Utang ke Pengadilan Niaga Jakarta Pusat.

Jenis penelitian yang digunakan adalah penelitian hukum yuridis normatif dengan pendekatan perundang-undangan serta dengan spesifikasi penelitian deskriptif. Penelitian ini menggunakan data sekunder serta bahan hukum primer dan bahan hukum sekunder. Metode pengumpulan data dilakukan dengan studi literatur. Metode penyajian data dilakukan dengan bentuk uraian-uraian yang tersusun secara sistematis dan metode analisis data menggunakan normatif kualitatif.

Berdasarkan hasil penelitian, dapat disimpulkan bahwa penetapan keadaan PKPU sementara kepada PT. Radiance sudah tepat karena unsur-unsur dalam Pasal 222 ayat (3) UU Kepailitan dan PKPU sudah terpenuhi, sedangkan penetapan keadaan PKPU sementara kepada Soenario Harjanto Ongkowidjaja belum tepat karena unsur debitor dalam Pasal 222 ayat (3) UU Kepailitan dan PKPU belum terpenuhi.

Kata Kunci : Penundaan Kewajiban Pembayaran Utang (PKPU), *Personal Guarantee*

ABSTRACT

APPLICATION TOWARD PARAGRAPH (3) ARTICLE 222 OF ACT NUMBER 37 THE YEAR OF 2004 ON BANKRUPTCY AND SUSPENSION OF DEBT PAYMENT OBLIGATION IN THE COMMERCIAL COURT VERDICT THE COMMERCIAL COURT OF CENTRAL JAKARTA NUMBER 116/PDT.SUS-PKPU/PN.NIAGA/JKT.PST.

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Receivable debt in business world is the common thing. Radiance Limited Company (debtor) has received debt from Bank Maybank Syariah Indonesia Limited Company (creditor) with given guarantee which is encumbrance right, fiduciary guarantee and personal guarantee on behalf of Soenario Harjanto Ongkowidjaja who has released his privileged right. Creditor who has estimated that debtor can't continue pay his debt which has matured and payable then file suspension of payment based on paragraph (3) Article 222 Act Number 37 of 2004 On Bankruptcy and Suspension of Debt Payment Obligation to The Commercial Court of Central Jakarta.

The research method used is a normative juridical legal research method with a statutory approach as well as with descriptive research specifications. The study used secondary data as well as primary legal materials and secondary legal materials. The method of data collection is done with the study of literature. The method of presentation of data is carried out in the form of systematically arranged descriptions and data analysis methods using qualitative normative.

Based on the results of the research, it can be concluded that the determination of the state temporary suspension of payment to Radiance Limited Company is appropriate because the element in paragraph (3) Article 222 of the Act Bankruptcy and Suspension of Payment have been fulfilled, while the determination to Soenario Harjanto Ongkowidjaja is not appropriate because the debtor element in Article 222 paragraph (3) of the Act Bankruptcy and Suspension of Debt Payment Obligation has not been fulfilled.

Keywords: Suspension of Debt Payment Obligation, Personal Guarantee