

ABSTRAK

ANALISIS YURIDIS PENYELESAIAN UTANG DEBITOR YANG TELAH JATUH TEMPO TERHADAP KREDITOR MELALUI KEPAILITAN (Studi Putusan Mahkamah Agung Nomor 654 K/Pdt.Sus-Pailit/2020)

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Kepailitan selalu menimbulkan akibat, baik bagi kreditor maupun bagi debitor. Secara lebih luas kepailitan akan membawa dampak yang besar dan penting terhadap perekonomian suatu negara yang dapat mengancam kerugian perekonomian negara yang bersangkutan.

Rumusan masalah dalam tesis ini adalah bagaimana pengaturan penyelesaian utang terhadap debitor yang telah jatuh tempo dalam perspektif hukum kepailitan, bagaimanakah pelaksanaan penyelesaian utang debitor terhadap kreditor yang telah jatuh tempo dalam perspektif hukum kepailitan berdasarkan putusan Mahkamah Agung Nomor 654 K/Pdt.Sus-Pailit/2020, bagaimanakah pertimbangan hukum hakim dalam penyelesaian utang debitor terhadap kreditor dalam kasus kepailitan berdasarkan putusan Mahkamah Agung Nomor 654 K/Pdt.Sus-Pailit/2020.

Penelitian ini menggunakan metode telaah pustaka (*library research*) untuk mentelaah data-data sekunder dengan melakukan analisis kasus putusan Mahkamah Agung Nomor 654 K/Pdt.Sus-Pailit/2020. Jenis data penelitian ini adalah data sekunder. Bahan hukum primer dan sekunder disusun secara sistematis dan dianalisis secara kualitatif.

Kesimpulan dari pembahasan adalah Mahkamah Agung dalam putusan Nomor 654 K/Pdt.Sus-Pailit/2020 dalam pertimbangan hukumnya menyebutkan bahwa Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat telah salah menerapkan hukum yang menyimpulkan tagihan pemohon pailit belum jatuh tempo/waktu karena di dalam nota penyerahan barang elektronik secara eksplisit tidak menentukan (tidak disebut) tanggal tertentu batas pembayaran dan tidak ada kesepakatan jangka waktu batas akhir pelunasan tagihan atas barang yang telah diterima oleh termohon pailit. Menurut majelis hakim Mahkamah Agung bahwa apabila tanggal pelunasan barang tidak ditetapkan maka berlakulah Pasal 1281 KUHPerdara sebagai pedoman dan nyatanya termohon pailit telah menerima barang senilai Rp1.260.124.000,00 (satu miliar dua ratus enam puluh juta seratus dua puluh empat ribu rupiah) dari tahun 2010 sampai dengan tahun 2012, dan pemohon pailit telah melakukan somasi sebanyak 2 (dua) kali kepada Termohon Pailit agar melunasi utangnya namun tetap tagihan tidak dibayar sehingga dengan demikian unsur tidak membayar lunas satu utang yang telah jatuh waktu dan dapat ditagih, telah terbukti yaitu utang termohon pailit kepada pemohon pailit.

Kata Kunci : Utang, Jatuh Tempo, Kepailitan.

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ABSTRACT

JURISDICTIONAL ANALYSIS OF DEBT SETTLEMENT THAT HAVE BEEN MADE THROUGH CREDITORS THROUGH BANKRUPTCY (Study of Supreme Court Decision Number 654 K/Pdt.Sus-Pailit/2020)

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Bankruptcy always has consequences, both for creditors and debtors. More broadly, bankruptcy will have a large and important impact on the economy of a country which can threaten the economic loss of the country concerned.

The formulation of the problem in this thesis is how to regulate the settlement of debts against debtors that have matured in the perspective of bankruptcy law, how is the implementation of settlement of debtor debts to creditors that have matured in the perspective of bankruptcy law based on the decision of the Supreme Court Number 654 K/Pdt.Sus-Pailit/ 2020, how are the judges' legal considerations in settling debtors' debts to creditors in bankruptcy cases based on the Supreme Court's decision Number 654 K/Pdt.Sus-Pailit/2020.

This study uses the library research method to examine secondary data by analyzing the case of the Supreme Court's decision Number 654 K/Pdt.Sus-Pailit/2020. This type of research data is secondary data. Primary and secondary legal materials are compiled systematically and analyzed qualitatively.

The conclusion of the discussion is that the Supreme Court in its decision Number 654 K/Pdt.Sus-Pailit/2020 in its legal considerations stated that the Commercial Court at the Central Jakarta District Court had wrongly applied the law which concluded that the bankrupt applicant's bill had not yet matured because in the memorandum of submission electronic goods explicitly do not specify (not mentioned) a certain date of payment limit and there is no agreement on the deadline for settlement of bills for goods that have been received by the bankruptcy respondent. According to the panel of judges of the Supreme Court that if the date of settlement of the goods is not determined, then Article 1281 of the Civil Code applies as a guideline and in fact the bankruptcy respondent has received goods worth Rp. 1,260,124,000.00 (one billion two hundred sixty million one hundred twenty four thousand rupiah) from from 2010 to 2012, and the bankruptcy applicant has summoned 2 (two) times to the Bankrupt Respondent to pay off his debts but the bills are still not paid so that the element of not paying off one debt that has matured and can be collected, has been proven, namely: the debt of the petitioner for bankruptcy to the petitioner for bankruptcy.

Keywords: Debt, Maturity, Bankruptcy.

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