

## PERMANENT LEGAL STRENGTH (INKRACHT VAN GEWEIJSDE) PKPU PEACE IN BANKRUPTCY LAW

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### Abstract

The decision to ratify PKPU peace (homologation) based on its regulations has permanent legal force (inkracht van gewijsde). This decision is as permanent as the final decision. An inkracht van gewijsde decision is a decision that cannot be submitted in a new case (nebis in idem). The nature of permanent legal force is related to whether it can be executed or implemented immediately, so that this decision requires legal certainty by stating that the decision must have permanent legal force. Bankruptcy law regulates differently regarding the permanent legal force in PKPU decisions, the difference being that the permanent legal force does not apply to the entire substance of the case but only to the peace agreement agreement, which can be called limited permanent legal force. Regarding this specificity, the researcher wants to analyze it under the title "permanent legal force (inkracht van gewijsde) of PKPU peace in bankruptcy law". This research uses normative juridical research methods, with the analysis of peace theory, legal system theory and theory of legal objectives with a statutory approach, conceptual approach and case approach and which is expected to have prescriptive value in the future in accordance with its axiology, namely the aim of law is justice.

**Keywords:** Permanent Legal Power, PKPU Peace, Bankruptcy Law

## INTRODUCTION

Regulations regarding Postponement of Debt Payment Obligations (hereinafter referred to as PKPU) start from Article 222 to Article 294. Basically, PKPU regulates a process for requesting a debt postponement with a peace offer. The processing process is handed over to the management and supervised by the supervisory judge. The principle of debt settlement in this PKPU can be submitted by the debtor or by the creditor with the requirements regulated in this Law (hereinafter referred to as the Law) (see Article 222 Paragraph (1)).

Article 222 Paragraph (2) UUK-PKPU concerning requirements for debtors to apply for PKPU. Article 222 Paragraph (3) UUK-PKPU regarding the requirements for creditors to apply for PKPU. Meanwhile, the provisions for PKPU applications at the bankruptcy decision application stage are regulated in the explanation of Article 224 UUK-PKPU. Peace decisions in the Civil Procedure Law that have been decided in a judge's decision have permanent legal force (*inkracht van gewijsde*) and against this decision no legal action can be taken and in fact this case becomes a case that is declared "*nebis in idem*" (Sutantio Retno Wulan & Oeripkartawinata Iskandar, 1979), different from the Peace decision in PKPU. The decision to ratify the PKPU peace agreement, if the peace agreement is not implemented according to the contents of the agreement between the parties in the PKPU, then the creditor immediately submits a request for cancellation of the peace agreement at the same time as the bankruptcy decision, without further examining the bankruptcy case. Based on the description above, the author wants to analyze it.

## RESEARCH METHOD

Based on the description above, the researchers examined further the PKPU decision, with a problem formulation, namely; Does peace in PKPU have permanent legal force (*inkracht van gewijsde*)? The author in this research used normative juridical research methods. The analytical method in this research uses the theory of peace principles, while this research uses statutory, conceptual and case approaches. The conclusions in this research are expected to have prescriptive value in the future according to its axiology, namely the aim of law is justice.

## RESULTS AND DISCUSSION

Peace in PKPU has permanent legal force (*Inkracht Van Gewijsde*). PKPU is regulated in Article 287. In relation to Minutes, what is meant by sentences that have permanent legal force are only those relating to Minutes in accordance with article 282 UUK-PKPU. The two articles mentioned above regulate the force of permanent law (*inkracht van gewijsde*) which makes the author want to analyze it more deeply, starting with looking for its meaning first, then about its binding force and in the end, wanting to know what the binding force actually is, to produce something. conclusion.

### **The meaning of permanent legal power in PKPU.**

The meaning of a decision has permanent legal force (*inkracht van gewijsde*) in civil procedural law, namely, when the decision is not appealed or cassated after 14 days from the time the decision was pronounced, then the decision is declared to have permanent legal force (When will the Court Decision have Permanent Legal Force, 2023). The meaning above can be analyzed to mean that the product of a court examination, apart from having to be stated by a court institution, there is also a grace period for promises that can be declared as having permanent legal force.

The judge's decision handed down through the judiciary has permanent legal force (*gezaag van gewijsde, res judicata*), meaning that the decision cannot be contested. This ruling will definitely be implemented, even if it is cruel and unpleasant (Amrih, 2023). This meaning can be understood from the word that is permanent, where the word "fixed" is "not changed, certain" (The Meaning of the Word Fixed, 2023), with the word permanent, the decision is a final decision and there is no further examination (legal action).

Bankruptcy law regulates differently regarding the jurisdiction of the case, namely that it is a voluntary jurisdiction that contains judgment (*condemnatoir*). The submission is in the form of a request (request) and the final result of the judge's examination has the character of a condemnation (*condemnatoir*). The decision contains a judgment (*verdict*) and changes from the old legal situation to the new legal situation (*constitutief*). (Amrih, Bankruptcy Law Characteristics of Renvoi Procedures in Bankruptcy Law. Op. Cit, p. 102, 2023). This is what makes bankruptcy law a special *lex specialist* law (Development of Civil Procedure Law in Indonesia, 2023), namely law that has a different character from other areas of law.

Bankruptcy decisions in bankruptcy law also regulate simply in terms of norms in accordance with Article 2 Paragraph (1) UUK-PKPU, according to M. Hadi Subhan in his Professorial Inauguration Speech also stated, namely: "that what is meant by facts or circumstances that are simply proven is the fact that there are two or more creditors and the fact that the debt is overdue and unpaid.

"Meanwhile, the amount of debt claimed by the bankruptcy applicant does not prevent the decision to declare bankruptcy." (Characteristics of Bankruptcy Law in Indonesia and Its Development as a Legal Instrument for Debt Payment Recovery, 2022). Arrangement (PKPU) in bankruptcy law is a simple process of a peace process between concurrent creditors. What this means is fair benefits for concurrent creditors who are the creditors in the weakest position. Concurrent creditors are creditors who do not have collateral in providing their debts to debtors, so a PKPU peace institution is needed with the aim of actually being used by concurrent creditors for their interests.

The peace process regarding decisions that have permanent legal force is related to the provisions in Article 288 UUK-PKPU which are different from civil procedural law. Peace decisions based on civil procedural law in the dading process. Peace in civil procedural law is regulated in Article 130 HIR/Article 154 Rbg which is called mediation. The results of the peace from mediation in court can be formed into a notarial deed which is then requested for a decision in court, and this decision has permanent legal force. This decision cannot be submitted for legal action, whether appeal, cassation or judicial review. Thus, the nature of legal force remains truly attached to the decision resulting from mediation in the Civil Procedure Law.

Decisions that have permanent legal force, namely: District court decisions accepted by both parties to the case, peace decisions, verstek decisions against which no verzet or appeal is filed; a high court decision that is accepted by both parties and is not appealed for; and the supreme court's decision in the case of cassation (Execution of Decisions with Permanent Legal Force, 2023). Decisions in the meaning of the PKPU peace institution based on Article 288 UUK-PKPU have a different meaning. This decision is a decision to ratify peace, not a decision on the entire substance of the case. Even though the decision to ratify peace at the PKPU institution has permanent legal force (inkracht van gewijsde), it still has legal sanctions if the peace decision is not implemented. For this matter, in accordance with Article 289 UUK-PKPU, the debtor will be declared bankrupt. Meanwhile, civil case decisions truly have permanent force.

The meaning of a decision with permanent legal force in PKPU peace and bankruptcy law is different from the meaning in civil procedural law. The meaning of a decision that has permanent legal force in civil procedural law is that a case that has received a decision that has permanent legal force is a decision that has been accepted by both parties and against this decision legal action cannot be filed at the next court level, or this decision is final and enforceable decision. Thus, this decision is a *nebis in idem* decision. The meaning of the permanent legal force of the decision produced by peace in PKPU is a permanent but limited decision. This decision has been declared to have permanent legal force if in its implementation the debtor defaults, then this decision can be requested to annul the PKPU peace ratification decision (homologation), and the case will immediately be declared bankrupt. The meaning of the law is related to the characteristics of the law, which has permanent but limited legal force.

### **Inkracht Van Gewijsde's Homologation Bonding Strength**

The meaning of "power (Meaning of the Word Power, 2023) tie (Meaning of the Word Binding Power, 2023)" based on the online KKBI mentioned above is energy which is the ability to bind into one unit to combine things related to what will be put together. In this way, the forces combined in one bond can become a force to hold each part of the bond. Therefore, each part that is bound in one unit that has been combined must comply with everything within the framework that has been arranged.

The decision to ratify PKPU peace (homologation) is the result of an agreement made in a peace process between the parties. The concept of peace in question must be the correct concept and must not have any shortcomings because the concept is about the binding agreement that will be outlined in a PKPU peace process, where this legal nature cannot be deviated from (*dwingend recht*) (Holy, 2023), so that both parties must submit and obey. The peace agreement in accordance with the provisions in Article 275 Paragraphs (2), (3) and (4) of the UUK-PKPU are conditions that must be fulfilled in the peace process in the PKPU. Specificities are regulated in the requirements regarding debt rescheduling and changes to the debt structure (restructuring). The substance of this peace agreement based on Article 275 Paragraph (2) UUK-PKPU is that it is the debtor's debts calculated by the creditor, which debts can be collected within a period of 1 (one) year from the time the PKPU is declared to be implemented as a debt on that date. Then based on Article 275 Paragraph (3) UUK-PKPU.

The regulations in Article 275 Paragraph (3) UUK-PKPU consist of 3 requirements, namely, the time and method of installment payments, the profits that may be obtained and the amount of interest if agreed upon. The first condition relates to rescheduling and restructuring the debt structure. The time and payment requirements in the PKPU peace institution are the main substance that must be implemented to ensure the implementation of the peace. The time provided is actually less for debtors

who actually fail to pay, because the short time makes it ineffective. The 5 year debt repayment period given to the debtor and the debtor is truly unable to pay, if it is rescheduled with a period of 1 (one) year, the debtor will be able to carry it out. With changes in debt time, it causes changes in the structure (restructuring) of the debt. It is different if the debtor's initial debt is less than 1 (one) year, then rescheduling is carried out with structural changes (restructuring), then this becomes more effective and helps the debtor in resolving his debt.

The regulation in the explanation of Article 228 Paragraph (6) UUK-PKPU, the special character of the content of the decision to ratify PKPU peace (homologation) is regarding the agreement of the concurrent creditors. The difference with mediation in civil procedural law in general is that all parties involved have the authority to agree to a settlement. In civil procedural law lawsuits are generally the result of an agreement between both parties which is then decided by the district court, whereas in PKPU peacekeeping it is an agreement from creditors whose results of the agreement are requested for a decision to ratify the PKPU peace (homologation) in the commercial court, where the difference lies in some and the entire substance of the case and its legal consequences.

Special privileges (lex specialist)(Amrih, Bankruptcy Law Characteristics of Renvoi Procedures in Bankruptcy Cases. Op.Cit, p. 112, 2023) of the PKPU peace in Article 275 Paragraph (4) letter b UUK-PKPU is a special character of bankruptcy law which requires time scheduling (rescheduling) and structural changes (restructuring) which is a special character or form and nature for the substance or content of the agreement. peace as required in PKPU peace. It is hoped that these special requirements will help parties seeking justice (justiabelen) to settle their debt obligations, so that the parties are expected to use the PKPU peace legal institution to immediately recover their economy.

The profit factor referred to in Article 275 Paragraph (4) letter b UUK-PKPU is related to the benefits of opening business opportunities that can be carried out by debtors in running their business, namely so that debtors with the profits can settle debts to creditors. The principle of debt settlement in bankruptcy law is the main principle. This is in accordance with the opinion of M. Hadi Shubhan, namely that without debt, the essence of bankruptcy does not exist because bankruptcy is an institution for liquidating the debtor's assets in order to pay his debts to his creditors.(Subhan H., 2008). The principle of asset liquidation in bankruptcy law is considered very difficult for debtors and creditors, because the bankruptcy process will take a very long time, it must go through a process carried out by the curator, namely inventory, verification and settlement of bankruptcy assets.(Amrih, Bankruptcy Law Characteristics of Revoi Procedures in Bankruptcy Cases. Op.Cit, p. 67, 2023). PKPU's task in this case is to bypass the stages that will be carried out by the curator after the bankruptcy decision.

The third requirement in Article 275 Paragraph (4) letter c UUK-PKPU is the amount of interest if agreed. Regarding the interest requirements in the PKPU peace agreement, you must pay attention to this. This is because if the interest charges are too burdensome for the debtor, it will result in the implementation of peace being difficult to achieve. This interest is given not as compensation but because it was agreed upon by the parties and therefore binds the parties, in accordance with the principle of freedom of contract as stated in Article 1338 of the Civil Code.(Rules on the Imposition of Interest on Negligent Debtors, 2023). When linked to Article 275 Paragraph (4) letter c UUK-PKPU regarding the imposition of interest, what must be taken into account is the imposition of interest that has been agreed upon in the PKPU settlement.

The substance or content of the agreement in the PKPU peace agreement outlined above is what binds the parties who agree to the contents of the peace agreement. The binding force of the peace agreement which becomes the PKPU peace decision (homologation) is in accordance with the provisions of Article 286 of the UUK-PKPU, while the provisions in Article 280 Paragraph (2) of the UUK-PKPU are not included in the regulations or are not included in the UUK-PKPU. The entire contents of the peace agreement are based on the conditions stated in Article 275 UUK-PKPU as described above based on Article 286 UUK-PKPU binding on all creditors except those who do not agree with the contents of the peace agreement. Article 286 UUK-PKPU is the basis for the binding force of creditors who agree to peace to comply with the peace agreement which then becomes the decision to ratify the PKPU peace (homologation). The decision to ratify PKPU peace (homologation) based on Article 287 UUK-PKPU has permanent legal force.

The binding force of a peace decision which has permanent legal force is from the contents of the agreement contained in the Minutes of the decision which have been homologated. The purpose of the power of the decision is that it is a binding force for debtors and creditors to submit and comply with the decision and is carried out immediately (immediately). Binding power is the power which is the ability to bind in one unit to combine things related to what will be united, then the power combined in this one bond can become one power to make a grip on each part of the attachment, so

that each -Each part that is bound in one combined unit must comply with everything in the frame that has been arranged. The connection with homologation which has been inkracht van gewijsde is regarding the agreed parts of an agreement which have been agreed within a regulated framework, and the results are included in the Minutes and the binding force is the Minutes.

### **Inkracht Van Gewijsde's Homologation in PKPU Only Binds the Substance of Peace**

Regulation of Article 287 UUK-PKPU regarding the decision to ratify PKPU peace (homologation) which has permanent legal force (inkracht van gewijsde), in relation to the minutes as intended in Article 282 UUK-PKPU. The elements of the above description consist of, namely: the decision to ratify the PKPU peace (homologation), which has permanent legal force (inkracht van gewijsde), in connection with the minutes as intended in Article 282 UUK-PKPU.

If the decision to ratify the PKPU peace agreement (homologation) is analyzed according to its meaning, it falls into the realm of a provisional decision. This is because apart from the need for preliminary actions for the benefit of one of the parties, actions are also needed that can be carried out in advance (vide Article 184 HIR), in this way the principle of immediate decision (uit viibaar bij voorraad) which immediately carries out debt settlement will be fulfilled. .

The regulation regarding "decisions that have permanent legal force (inkracht van gewijsde)" according to the second element above, is a special and special character of the regulation in Article 287 UUK-PKPU. The principle of decisions that have permanent legal force (inkracht van gewijsde) in the decision to ratify PKPU peace (homologation) has its own meaning and benefits, as well as the existence of a regulation that has been promulgated, it will achieve a principle of legal certainty. The aim of a decision that has permanent legal force (inkracht van gewijsde) is so that it can be executed immediately (uit viibaar bij voorraad) in accordance with the principles contained in bankruptcy law.

According to Herowati Poesoko, execution is basically in accordance with Article 195 HIR, namely carrying out the judge's decision by the court. The right to carry out the judge's decision as regulated in the Civil Procedure Law is the entirety of the provisions that regulate what can be used to force a person whose case has been defeated to do what is required of him in accordance with the judge's decision, if the defeated party does so voluntarily, then the party which is won by submitting and being able to implement the contents of the decision to the Chairman of the District Court where the case was filed with the help of coercive means(Poesoko Herowati, 2012).

The above is about the meaning of execution in national civil procedural law, which is different from the execution of "decisions that have permanent legal force (inkracht van gewijsde)" in accordance with Article 287 UUK-PKPU. The substance or content of the PKPU peace decision is the result of an agreement between the parties involved in the PKPU, which is then requested for a decision to ratify the PKPU peace (homologation). Regarding the PKPU decision, what is executed as an implementation of the decision to ratify the PKPU peace (homologation) is the substance of the agreement, not the entire substance of the bankruptcy case. In accordance with the provisions of Article 282 UUK-PKPU, this is the minutes prepared based on the results of the creditor meeting.

The meaning of the third element regarding "in relation to the official report as intended in Article 282 UUK-PKPU", is preceded by knowing the meaning of the word "minute report", namely a deed made by an authorized official regarding the case examination process in the trial which is used as a guide for the judge. in preparing the decision. According to Setiawan Widagdo's legal dictionary, a trial report is a record containing all events at the trial which are related to the examination of witnesses, which is an important aspect of the trial. testimony of witnesses, defendants and experts. From the concept of trial minutes above, if they are related to bankruptcy cases, they are about important notes in creditor meetings related to bankruptcy law.

The minutes referred to in Article 282 UUK-PKPU, namely, about the overall process of peace that exists in the process of postponing debt payment obligations (PKPU), which has been regulated in Article 282 Paragraph (1) UUK-PKPU, namely about the minutes of the meeting chaired by the supervising judge must include the contents of the peace plan, the names of creditors who are present and have the right to vote, notes about votes cast by creditors, voting results, and notes about all other events at the meeting, which are binding on the parties only as stated in the agreement at the meeting creditors as stated in the Minutes drawn up at the creditors' meeting, which is then requested for a decision to ratify the PKPU peace (homologation), this power is binding and has permanent legal force (inkracht van gewijsde)

One of the features of PKPU as part of bankruptcy law is that it regulates that a decision has permanent legal force (inkracht van gewijsde) not in the whole case but only in part of the substance of the case so that it can be interpreted as having limited permanent legal force. This is because in bankruptcy law it is necessary to reach a decision immediately (uit voorbaar bij voorraad) in order to immediately achieve the principle of economic recovery which aims at justice for justice seekers

(justiabelen). The principle of economic recovery is implicit in the philosophy of implementing UUK-PKPU, which is the main objective of the bankruptcy law. Regulations in bankruptcy law as a principle of legal certainty, for the benefit of concurrent creditors and debtors as a principle of benefit and of these two principles are instruments of justice.

## CONCLUSION

Peace in PKPU has permanent legal force (Inkracht van gewijsde) only in relation to the substance of the results of the creditor meeting in the PKPU peace process, the results of the peace agreement are stated in the Minutes as intended by Article 282 Paragraph (1) of the Bankruptcy and PKPU Law, which then The Minutes were submitted to the Commercial Court in the decision to ratify the peace agreement in PKPU (homologation). This decision has limited permanent legal force. Apart from having permanent legal force (inkracht van gewijsde), this homologation decision also binds the debtor, binds the creditors, and also binds the guarantor who agrees to the settlement. Legal certainty with the enactment of Article 281 Paragraph (1) UUK-PKPU, the benefits for debtors and creditors apart from debt repayment as well as economic recovery, so for an instrument of certainty and benefits, justice will be achieved.

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