

Dispute Resolution of The Request For Deferment Of Debt Payment Obligations By Employees Against Companies That Fail To Fulfill Their Obligations (Study of Decision Number: 20/Pdt.Sus PKPU/2019/PN.Niaga.Mdn)".

Muhammad Fauzan Aziz 

Universitas Sumatera Utara

Sunarmi 

Universitas Sumatera Utara

Mahmul Siregar 

Universitas Sumatera Utara

Robert 

Universitas Sumatera Utara

✉ Fauzanaziz1818@gmail.com

Abstract

This research examines the use of Debt Payment Obligation Suspension as an alternative dispute resolution between employees and companies that fail to fulfill employees' normative rights. Using a normative legal research method and qualitative analysis, the study explores the legal provisions for filing a Debt Payment Obligation Suspension, the dispute resolution process in the Commercial Court, and an analysis of Decision Number 20/Pdt.Sus-PKPU/2019/PN.Niaga.Mdn. The results of the study show that Law

No. 37 of 2004 concerning Bankruptcy and Debt Payment Obligation Suspension provides a legal mechanism for employees to claim their rights, with the Debt Payment Obligation Suspension process involving debt verification, creditors' meetings, and efforts at reconciliation. The analyzed decision demonstrates the effectiveness of Debt Payment Obligation Suspension in resolving disputes, resulting in full payment of employees' rights and providing the company an opportunity to fulfill its obligations, showing that Debt Payment Obligation Suspension can be a fair and efficient solution in ensuring employees' rights.

Keywords

Dispute Resolution, Debt Payment Obligation Suspension Request, Employees, Companies

Introduction

Decisions made by the Industrial Relations Court that have permanent legal force hold the same legal power as general civil court decisions, meaning they carry execution power. In principle, only court decisions with permanent legal force can be executed. A decision is considered to have permanent legal force when it establishes a definitive and binding legal relationship between the parties involved, meaning the legal relationship must be obeyed and fulfilled.¹

If the losing party refuses to voluntarily comply with the decision, the case can proceed to the execution stage. Execution or enforcement of the decision can occur once the victorious party submits an execution request. Essentially, the types of decisions that can be executed are condemnatory decisions, meaning those that impose a penalty or obligation on the losing party.²

Executing a court decision is not an easy task, and the same applies to enforcing Industrial Relations Court decisions in cases involving employees. Given the limited resources of employees, they often seek alternative legal remedies that are more effective and efficient. One such remedy is filing for Debt Payment Obligation Suspension against a company that refuses or is unable to pay

¹ Lilik Mulyadi, *Hukum Acara Perdata Menurut Teori dan Praktik Peradilan Indonesia*, Djambatan, Jakarta, 2002, hlm. 276

² Mohammad Taufik Makarao, *Pokok-Pokok Hukum Acara Perdata*, Rineka Cipta, Jakarta, 2004, hlm. 215-216

employees' unpaid normative rights. These unpaid rights are considered debts that must be paid by the debtor in the Postponement of Debt Payment Obligations case.

The legal foundation for this is found in the Supreme Court Circular Letter (SEMA) No. 2 of 2019, which provides guidance for the implementation of court tasks. This circular outlines the relationship between industrial relations disputes and bankruptcy, specifically stating that a bankruptcy petition against a company that fails to pay workers' rights can only be filed if the workers' rights have been established in a final and binding court decision and have undergone at least the second stage of the execution process. The unpaid workers' rights are considered debts in accordance with the applicable laws and regulations.

In this context, one case involves a worker who filed a Debt Payment Obligation Suspension petition against a company that failed to pay their normative rights, despite a prior Industrial Relations Court decision that had permanent legal force. The case is Decision No. 20/Pdt.Sus-PKPU/2019/PN.Niaga.Mdn.

In this case, the Postponement of Debt Payment Obligations petition was filed by the petitioner, a creditor of PT. Sumatera Beton Mandiri, as the debtor (the company), based on an earlier Industrial Relations Court decision made at the Medan District Court (Decision No. 76/Pdt.Sus-PHI/2014/PN.Mdn). Following this decision, the debtor (PT. Sumatera Beton Mandiri) filed a cassation, but the Supreme Court Decision No. 450 K/Pdt.Sus-PHI/2015 rejected the cassation appeal. The workers, as the petitioners in the Postponement of Debt Payment Obligations case, had already issued formal demands (somasi) on July 3, 2019, and July 17, 2019, requesting the debtor to comply with the court ruling. However, the debtor failed to respond to these demands.

In addition to owing money to the Postponement of Debt Payment Obligations petitioners, the debtor (PT. Sumatera Beton Mandiri) was also found to have debts to other creditors that had matured and were collectible. This includes a debt to Sabar Sihombing, based on an Industrial Relations Court decision at the Medan District Court (Decision No. 74/Pdt.Sus-PHI/2014/PN.Mdn) and the Supreme Court Decision No. 449 K/Pdt.Sus-PHI/2015 on August 28,

2015, totaling Rp. 80,133,290 (eighty million one hundred thirty-three thousand two hundred ninety rupiah)

Based on Article 1149, paragraph (4) of the Civil Code (Kitab Undang-Undang Hukum Perdata), wages from the previous year and wages already paid in the current year are classified as privileged debts. Additionally, Article 1, paragraph (6) of Law No. 37 of 2004 concerning Bankruptcy and Debt Payment Obligation Suspension defines debt as an obligation that is stated or can be stated in Indonesian or foreign currency, either directly or arising in the future or as contingent, which arises from an agreement or law, and which the debtor is required to fulfill. If the debtor does not fulfill this obligation, it grants the creditor the right to seek satisfaction from the debtor's assets.

Debt Payment Obligation Suspension and bankruptcy are closely related to debt. Thus, understanding the concept of debt is crucial. Debt is the primary basis for initiating bankruptcy proceedings. Without debt, a bankruptcy case cannot be filed. A debt that has matured and is collectible, as explained in Article 2, paragraph (1) of Law No. 37 of 2004 on Bankruptcy and Debt Payment Obligation Suspension, refers to the obligation to pay a debt that has become due, either because it was previously agreed upon, due to the acceleration of payment as stipulated, because of penalties or fines imposed by the relevant authority, or due to a court decision, arbitration, or arbitral panel ruling.

In relation to the explanation of this article, the debtor in this case has an obligation to fulfill the Industrial Relations Court ruling that has permanent legal force. In the case at hand, PT. Sumatera Beton Mandiri (the debtor in the Debt Payment Obligation Suspension petition) was ordered to pay a sum of money to the Debt Payment Obligation petitioners, who are creditors of PT. Sumatera Beton Mandiri, as governed by Law No. 13 of 2003 concerning Manpower.

To address the legal issues, the research will focus on the characteristics of labor law in Indonesia, the characteristics of bankruptcy law in Indonesia, as well as a theoretical, normative, and practical study of the courts' application of the Suspension of Debt Payment petition filed by workers against a company based on the company's failure to pay workers' rights.

Method

This research is a normative legal study with a descriptive-analytical approach, utilizing both a statutory approach and a case law approach. The primary data source consists of secondary data, including primary legal materials (such as the 1945 Constitution, the Civil Code, and relevant laws), secondary legal materials (such as textbooks and legal journals), and tertiary legal materials. Data collection is conducted through library research, while data analysis employs a qualitative method to facilitate interpretation and drawing conclusions. The aim of this study is to describe the development of dispute resolution through non-litigation mechanisms for the protection of cooperatives, with a focus on the analysis of legal norms related to the process of debt payment postponement petitions by companies toward workers concerning their normative rights.

Results and Discussion

1. Legal Provisions on Submitting a Petition for Suspension of Debt Payment Obligation

Etymologically, comes from the Dutch term *Surseance van Betaling*/faillissementverordening, while in English literature it is referred to as Suspension of Payment/Debt Moratorium. The English literature defines Suspension of Debt Payment Obligation as the debtor asks the court to temporarily delay its obligation to pay its debts, so that it can propose a settlement plan to pay its debts to its creditors. Suspension of Debt Payment Obligation is understood as an opportunity provided to the debtor to negotiate the system of paying overdue debts, with the possibility of offering a plan to pay part or all of the debts.³

³ George Jan Christian Zherman Saragih, Sunarmi dan Robert, "Pemegang Pengalihan Atas Hak Tagih Tertulis (*Cessie*) Dalam Permohonan Penundaan Kewajiban Pembayaran Utang Berdasarkan Undang-Undang Nomor 37 Tahun 2004 Tentang Kepailitan dan PKPU (Analisa Putusan: No. 16/Pdt. Sus – PKPU/2017/PN.Niaga/Jkt.Pst)", *Acta Law Journal*, Volume 2, Nomor 1, Desember 2023, hlm. 17

The term Suspension of Debt Payment Obligation is commonly associated with insolvency or the inability of the debtor to pay its overdue debts.⁴ The provisions regarding Suspension of Debt Payment Obligation are regulated in Chapter Three, Articles 222 to 294, of Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligation. These provisions explain that Suspension of Debt Payment Obligation exists as an offer to creditors from the debtor to pay off its debts, either in part or in full, to resolve bankruptcy disputes.⁵

From a juridical-normative perspective, Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligation does not provide an official definition of Suspension of Debt Payment Obligation. If interpreted systematically, Suspension of Debt Payment Obligation (*Surseance van betaling* or suspension of payment) is a period granted by Law No. 37 of 2004 to both debtor and creditor, based on a decision by the Commercial Court, for negotiations aimed at reaching a settlement regarding the method and timing of debt repayment, either partially or fully, by the debtor to the creditors.⁶

Before being regulated under Law No. 37 of 2004, Suspension of Debt Payment Obligation was known as Postponement of Payment. This was outlined in Title 2, Articles 212 to 279, of the Bankruptcy Regulation

⁴ Ahmad Yani dan Gunawan Widjaja, *Seri Hukum Bisnis Kepailitan*, Raja Grafindo Persada, Jakarta, 2002, hlm.113

⁵ Kartini Muljadi, *Restrukturisasi Utang, Kepailitan Dalam Hubungannya Dengan Perseroan Terbatas*, Makalah Disampaikan Pada Seminar PKPU Sebagai Sarana Menangkis Kepailitan Dan Restrukturisasi Perusahaan, Kantor Advokat Yan Apul & Rekan, Jakarta, 26 September 1998, hlm. 120

⁶ Annalisa Yahanan, *Kepailitan dan Penundaan Kewajiban Pembayaran Utang: Alternatif Penyelesaian Utang Piutang*, UNSRI, Palembang, 2007, hlm. 153

(Faillissementsverordening Staatsblad 1905 No. 217 in conjunction with Staatsblad 1906 No. 348). Subsequently, the Government Regulation in Lieu of Law No. 1 of 1998 concerning Amendments to the Bankruptcy Law was issued, which later became Law No. 4 of 1998.⁷ The postponement of payment was intended to allow a debtor to continue the operation of their business despite payment difficulties and to avoid bankruptcy. By continuing the business, the debtor was expected to eventually earn enough to settle their obligations to creditors after a period of time.⁸

Suspension of Debt Payment Obligation can also be seen as a relief granted to debtors to delay their debt payments, with the aim of providing the debtor with a reasonable opportunity to regain income and pay off the debts.⁹ According to Kartini Mulyadi, Suspension of Debt Payment Obligation refers to the opportunity given to the debtor to restructure their debts, either by paying off all or part of the debt to the concurrent creditors. If Suspension of Debt Payment Obligation is successfully implemented, the debtor can continue its business and avoid bankruptcy.

Munir Fuady argues that the Suspension of Debt Payment Obligation is a period granted by law through a decision of the commercial court, during which both creditors and debtors are

⁷ Rudy A., Lontoh, et.al, *Penyelesaian Utang Piutang Melalui Pailit atau Penundaan Kewajiban Pembayaran Utang*, Alumni, Bandung, 2001, hlm. 1.

⁸ Siti Soemarti Hartono, *Pengantar Hukum Kepailitan dan Penundaan Pembayaran, Seri Hukum Dagang, Seksi Hukum Dagang*, Fakultas Hukum, Universitas Gajah Mada, Yogyakarta, 1981, hlm. 70

⁹ Robinton Sulaiman dan Joko Prabowo, *Lebih Jauh Tentang Kepailitan, Tinjauan Yuridis, Tanggung Jawab Komisaris, Direksi Dan Pemegang Saham Terhadap Perusahaan Pailit*, Pusat Studi Hukum Bisnis, Fakultas Hukum, Universitas Pelita Harapan, Karawaci, 2000, hlm. 32

given the opportunity to negotiate ways to settle the debtor's debts by providing a payment plan for either all or part of the debt. This payment plan (composition plan) can then be implemented, including if restructuring occurs. Thus, the Suspension of Debt Payment Obligation is essentially a form of moratorium, specifically a legal moratorium.¹⁰

Sutan Remy Sjahdeini states that the Suspension of Debt Payment Obligation provides the debtor with an opportunity to restructure their debts, which may include paying all or part of the debt to concurrent creditors. This opportunity is a right held by the debtor, and the petition can be accompanied by a peace plan for debt repayment. The expectation is that the debtor will avoid bankruptcy, and the management of assets remains under the debtor's authority.¹¹

It is explained that the Suspension of Debt Payment Obligation allows for the submission of a peace plan, which offers payment proposals to creditors, either in part or in full, to avoid a bankruptcy declaration. The goal of the offer is that the debtor will eventually be able to pay off their debt. To this end, a period is given to the debtor to improve their financial situation. From these definitions of the Suspension of Debt Payment Obligation, it can be concluded that it serves as a moratorium or opportunity for the debtor to resolve debt disputes through peaceful negotiations and discussions, with the hope of avoiding immediate bankruptcy. It provides a chance to improve the

¹⁰ Munir Fuady, *Pengantar Hukum Bisnis*, Citra Aditya Bakti, Bandung 2001, hlm. 82

¹¹ Sutan Remy Sjahdeini, *Hukum Kepailitan Memahami Faillissementsverordening Juncto*, Grafiti, Jakarta, 2002, hlm. 364.

debtor's finances so that they can settle their debts without harming the creditors.

The provision clarifies that the Suspension of Debt Payment Obligation can be interpreted as a moratorium. Here, a moratorium is understood as a suspension granted by law, allowing the debtor not to fulfill their debt obligations. The Suspension of Debt Payment Obligation can be seen as a form of settlement in bankruptcy, whether before filing a bankruptcy petition, during court proceedings, or at least to avoid bankruptcy within a set timeframe.¹²

The objective of the provisions on the Suspension of Debt Payment Obligation is to avoid bankruptcy, which leads to the liquidation of assets.¹³ Specifically, it is aimed at business actors and companies within the business world to resolve debt disputes effectively.¹⁴ Fred B.G. Tumbuan asserts that the goal of the Suspension of Debt Payment Obligation is to improve the debtor's economic condition and their ability to generate profit, thereby preventing liquidation. By granting time and opportunity, it is hoped that the debtor will be able to repay their debts.¹⁵

The essence of the Suspension of Debt Payment Obligation petition is fundamentally a matter of speedy trial, requiring quick legal certainty in the business field, which is

¹² Zainal Asikin, *Hukum Kepailitan dan Penundaan Pembayaran di Indonesia*, Rajagrafindo Persada, Jakarta, 2001, hlm. 102

¹³ Siti Anisah, "Alternatif Penyelesaian Utang Piutang dalam Rangka Penundaan Kewajiban Pembayaran Utang, *Jurnal Magister Hukum*," Fakultas Hukum, Universitas Islam Indonesia, Vol. 1. No. 1, 1999, hlm. 78.

¹⁴ Theresia Endang Ratnawati, "Kajian Terhadap Proses Penyelesaian Perkara Kepailitan dan Penundaan Kewajiban Pembayaran Utang di Pengadilan Niaga Jakarta Pusat," *Jurnal Dinamika Hukum*, Vol. 9, No. 2, 2009, hlm. 145

¹⁵ Rachmadi Usman, *Dimensi Hukum Kepailitan di Indonesia*, Gramedia Pustaka Utama, Jakarta, 2004, hlm. 103.

closely related to the economic stability of the country. This aligns with the General Explanation of Law No. 37 of 2004, which states, "For the benefit of the business world in resolving debt issues fairly, quickly, transparently, and effectively, a legal framework that supports this is necessary."¹⁶

2. Dispute Resolution in the Commercial Court Between Workers and Companies Failing to Fulfill Their Obligation to Pay Workers' Normative Rights

Law No. 37 of 2004 of the Republic of Indonesia on Bankruptcy and Suspension of Debt Payment Obligation stipulates that "from the date the bankruptcy declaration is pronounced, wages owed before and after the bankruptcy declaration are considered as debts of the bankrupt estate" (Article 39, paragraph 2). Therefore, the curator is obligated to record and include the (special) nature of wage payments, which are debts of the bankrupt estate, in the list of debts and liabilities of the bankrupt estate. This list must be publicly announced before being reconciled with the claims submitted by creditors. Wage payments to workers are prioritized, even if the employer, whose company is declared bankrupt, faces criminal penalties, such as imprisonment, detention, and/or fines. This is further reinforced by the provisions of Article 189 of Law No. 13 of 2003 on Manpower, which states that criminal penalties, such as imprisonment, detention, and/or fines, do not negate the

¹⁶ Miranda Lufti Nasution, Sunarmi dan Robert, "Analisis Yuridis Putusan Mahkamah Konstitusi Dalam Upaya Hukum Kasasi Terhadap Putusan Penundaan Kewajiban Pembayaran Utang (Studi Putusan No. 23/PUU-XIX/2021)", *Recht Studiosum Law Review*, Vol.02, No.02, November (2023), hlm. 22-23

employer's obligation to pay the rights and/or compensation to workers or employees.

Although workers' rights take precedence in cases of bankruptcy, a conflict arises between fulfilling workers' rights, as stipulated in the Manpower Law or the Bankruptcy Law, since Law No. 37 of 2004 prioritizes creditors' rights and obligations in the event of a company's bankruptcy. According to the principle **lex specialis derogat legi generalis**, which means a more specific rule overrides a general one, it is necessary to examine workers' rights during bankruptcy, with reference to the more specific law, namely the Bankruptcy Law (Law No. 37 of 2004), which directly regulates bankruptcy and the suspension of debt payment obligations.

According to Article 1, paragraph (2) of Law No. 37 of 2004, a creditor is defined as a person who has a claim, whether based on an agreement or law, that can be enforced in court. Creditors are divided into three categories: concurrent creditors, separatist creditors, and preferential creditors. Separatist creditors retain their rights over the collateral they hold on the debtor's assets, and these rights remain intact even in the case of bankruptcy. Preferential creditors are those who have priority, as stipulated by law. Concurrent creditors are those who compete for the debtor's assets.

Under Article 26 of Law No. 37 of 2004, the curator has the authority to file claims concerning the rights and obligations relating to the bankrupt estate. In the case of creditors holding collateral, such as pledges, fiduciary guarantees, mortgage rights, or liens, these creditors are given priority. The priority for these types of creditors is not without basis.

Article 138 of Law No. 37 of 2004 specifies that creditors whose debts are secured by collateral, such as pledges, fiduciary guarantees, mortgage rights, or other security interests on specific assets, and who can prove that part of their claim will not be settled from the sale of the collateral, may request that the portion of the claim that remains unsatisfied be treated as a claim of concurrent creditors, without losing the right to priority regarding the collateral.

Furthermore, in Article 142, paragraph (1), it is stipulated that if a debtor is jointly liable and one or more of the debtors are declared bankrupt, the creditor can file their claim against the debtor declared bankrupt or against each bankrupt debtor until their debt is fully settled.

The priority of creditors in fulfilling their rights and obligations in a bankrupt company is also regulated in the Indonesian Civil Code (KUHPerdata), for example in Articles 1133 to 1136. Article 1134 defines **rights of preference** as rights given by law to a creditor, which places them in a higher position than other creditors, based solely on the nature of the debt. Pledge and mortgage rights rank higher than rights of preference, unless the law explicitly states otherwise. Meanwhile, Article 1133 provides that the right to be paid first among creditors arises from rights of preference, pledges, and mortgages. Article 1135 further explains that creditors with preferential rights are ranked according to the nature of their rights, and Article 1136 establishes that creditors with equal preferential rights should be paid proportionally.

Bankruptcy proceedings are often seen as a more efficient alternative for workers to assert their rights because it creates

greater pressure on the debtor. The legal consequences of bankruptcy are significant, and many debtors fear them, which motivates them to attempt settlement through peace agreements or apply for a Suspension of Debt Payment Obligation to avoid bankruptcy.

Research concludes that there are specific conditions that must be met for a bankruptcy petition to be accepted. These include having at least two creditors. In the case of a workers' bankruptcy petition, workers are considered a single group of creditors due to their collective preference regarding unpaid wages. Therefore, workers must find other creditors to meet the requirement of having two creditors. If workers cannot show the existence of another creditor, the bankruptcy petition will not be accepted by the Commercial Court.¹⁷

Another requirement is the existence of debts that have fallen due but have not been paid by the company. Workers can file for bankruptcy on the basis that their legal entitlements, such as unpaid wages or compensation after dismissal, have not been fulfilled. The debt in question does not need to be completely unpaid; if the debtor has made a partial payment but the amount is less than what was owed under the employment contract, the debt can still be considered as "unpaid" in the context of bankruptcy.

The use of bankruptcy as a legal instrument is particularly interesting because while workers may claim their rights, they also

¹⁷ Alusianto Hamonangan dan David Tambunan, "Peranan Kurator Terhadap Kepailitan Perseroan Terbatas", Jurnal Rectum, Vol. 3, No. 1, (2021), hlm. 13.

face the challenge of mass layoffs. If a company goes bankrupt, its operations will cease, especially if the curator is unable to continue running the business. This situation could backfire on the workers themselves. However, the unpaid debts related to workers' entitlements can serve as a legitimate basis for workers to file a bankruptcy petition against the company.

The conditions for a bankruptcy petition are not based on the solvency of the company but rather on the unpaid rights of the workers. This aligns with the concept that an unpaid debt, such as wages, can be considered a legitimate debt that the company owes to its workers. Furthermore, the legal process for proving bankruptcy is simplified in the Commercial Court, where workers can prove the material conditions (two creditors and overdue debts) necessary for filing.

However, in practice, even if the creditors meet all the conditions for filing a bankruptcy petition, the petition may not be accepted by the Commercial Court if the petition is deemed premature. This is because the labor dispute must first go through the Industrial Relations Court (PHI), and the workers' claims must be established in a final and binding decision before filing for bankruptcy.

According to the Supreme Court Circular (SEMA) No. 2 of 2019, a bankruptcy petition can only be filed if the workers' rights have been confirmed by a final and binding industrial relations court decision, and the execution process has gone through at least two warnings (*aanmaning*) from the District Court. This ensures that unpaid wages and other rights owed to workers are considered as a debt in accordance with legal provisions.

When workers file for bankruptcy, they are treated as individual legal subjects. As employees, they are entitled to compensation (such as wages) based on the employment contract, and their rights are protected under labor laws. If a dispute arises, the union representing workers can take legal action on their behalf. The union may file a bankruptcy petition against the company if its members wish to do so. However, not all union members may agree to file for bankruptcy, and the union can act as a representative of the workers in legal matters.

Disputes between employers and workers are common, and they can arise from various issues, such as breaches of contract, differing interests, or misunderstandings. In Indonesia, labor disputes are classified into four types: disputes over rights, disputes over interests, disputes over termination of employment, and disputes between trade unions within a company. These disputes have different legal procedures for resolution. Disputes over termination of employment are the most frequent.

A significant challenge workers face in resolving labor disputes is the long duration of the legal process. According to research by the Jakarta Legal Aid Institute, some labor disputes took over seven years to resolve. This long delay creates uncertainty and hardship for workers, who may struggle to survive without knowing the status of their rights.

Another obstacle is the difficulty of enforcing court decisions, especially those that order reinstatement of workers. Even if a worker wins a case in the Industrial Relations Court, the decision may not be enforceable, leaving the worker with a victory on paper but no practical outcome.

Due to these difficulties, workers are increasingly turning to alternative legal options, including filing for bankruptcy against companies that fail to pay their workers' rights. This approach, while effective in some cases, can backfire, as a bankruptcy declaration results in the cessation of the company's activities and mass layoffs.

In conclusion, unpaid workers' rights can be classified as debts owed by the company, and these debts can form the basis for workers to file for bankruptcy. However, the process is complex, requiring proof of two creditors and overdue debts. Workers can file for bankruptcy as preferred creditors, as labor laws prioritize the payment of workers' rights. Nonetheless, the petition can only be submitted after a final and binding decision from the Industrial Relations Court, confirming the unpaid rights. This legal mechanism offers workers an additional tool to secure their rights, especially when other dispute resolution mechanisms fail to deliver a timely or enforceable outcome.

3. Analysis of Decision No. 20/Pdt.Sus-Postponement of Debt Repayment/2019/PN.Niaga.Mdn Regarding the Request for Postponement of Debt Repayment Filed by Employees

The Postponement of Debt Repayment decision for PT Sumatera Beton Mandiri is a ruling issued by the Commercial Court at the Medan District Court concerning the Postponement of Debt Payment Obligations petition filed by 11 former employees of PT Sumatera Beton Mandiri, acting as the Petitioners.

In essence, the Commercial Court decided to grant the Postponement of Debt Payment Obligations petition of the

Petitioners and declared PT Sumatera Beton Mandiri to be under a temporary Postponement of Debt Payment Obligations for 45 days. This decision was made after the Court assessed that the petition for Postponement of Debt Payment Obligations met the requirements set forth in Law No. 37 of 2004 on Bankruptcy and Postponement of Debt Repayment.

The requirements included the existence of a valid legal relationship between the Petitioners (as creditors) and PT Sumatera Beton Mandiri (as the debtor), based on a legally binding decision from the Industrial Relations Court. The court also found that PT Sumatera Beton Mandiri had outstanding debts to the Petitioners amounting to IDR 159,813,380, and to another creditor, Sabar Sihombing, with a total claim of IDR 54,841,430, bringing the total debt of PT Sumatera Beton Mandiri to IDR 236,501,610.

During the 45-day temporary Postponement of Debt Payment Obligations period, the Court gave PT Sumatera Beton Mandiri the opportunity to propose a settlement plan with its creditors to resolve its debts. At the end of the Postponement of Debt Payment Obligations period, PT Sumatera Beton Mandiri successfully reached a settlement agreement with all its creditors, agreeing to pay off all its outstanding debts. As a result, in accordance with Article 285 paragraph (1) of the Bankruptcy and Postponement of Debt Payment Obligations Law, the Commercial Court confirmed the settlement and declared that the Postponement of Debt Payment Obligations of PT Sumatera Beton Mandiri had ended, as all debts had been settled through the agreement.

In this decision, the panel of judges applied the principle of justice through several key points:

1. **Providing Equal Opportunities to All Parties:** In this case, the panel of judges provided equal opportunities and treatment to the Petitioners, who were former employees terminated without cause, to file claims for their unpaid rights against the Respondent. On the other hand, the Respondent (PT Sumatera Beton Mandiri) was also given the opportunity to pay off its debts or propose a settlement plan during the Postponement of Debt Payment Obligations period.
2. **Applying the Audi et Alteram Partem Principle:** This is a core principle of justice, meaning that all parties must be heard. The judges ensured that the Petitioners, the Respondent, and other creditors were given a chance to present their cases before making a decision. The Court considered reports from the Supervisory Judge, Administrators, and statements from the Petitioners, the Respondent, and other creditors before rendering its verdict.
3. **The Ruling Fulfilled the Sense of Justice:** The decision reflected fairness by approving the settlement agreement and the full repayment of debts, which included payment of all outstanding debts to the creditors, including the Petitioners and other creditors. This decision ensured a balance of rights and obligations for all parties involved.

Therefore, it can be said that the panel of judges in this Postponement of Debt Payment Obligations case applied the principles of justice in the examination and legal considerations of the case, ensuring that the final decision was fair and reasonable for society.

Certainly! Here is the revised translation with "Postponement of Debt Payment Obligations" instead of Postponement of Debt Payment Obligations, and without bold formatting:

A ruling issued by the court will be meaningless if it cannot be executed. Execution is the realization of the obligation of the party involved to fulfill their duties as stipulated in the court decision. Furthermore, in principle, every asset, which constitutes the positive side of an individual's wealth, must be distributed fairly to everyone entitled to the fulfillment of individual obligations, known as creditors. The meaning of fairness here is that this wealth must be distributed as follows: First, ***pari passu***, meaning the wealth should be shared equally among the creditors. Second, *pro rata*, meaning it should be distributed according to the proportion of each creditor's claims relative to the total debt of the debtor.

According to Yuhelson, "by contrast, the privilege and priority prescribed by law only apply if the bankrupt estate is sufficient or greater than the total debt. Therefore, another normative spirit is to ensure that the debtor's wealth is distributed among creditors in accordance with the principle of *pari passu pro rata parte*, by proportionally dividing the debtor's estate among the creditors." Hence, the fairness that serves as a benchmark for determining the priority of the distribution is based on the balance of the amount of claims from each creditor. Therefore, the distribution of the proceeds from the sale of the bankrupt estate is made according to a priority order, where creditors with a higher rank receive payment first, and creditors

with the same rank are paid in accordance with the principle of ***pari passu pro rata parte*.

If we relate this to Rawls' theory of justice, which essentially asserts that justice is a matter of fairness or ***pure procedural justice*** (justice as equality), Rawls emphasizes the importance of fair, impartial procedures that allow decisions made through these procedures to safeguard the interests of everyone. Justice for creditors can be realized if the parties involved in the bankruptcy process share the same perspective during the legal proceedings. Rawls also stated, "No one is allowed to dominate the choice or exploit unfair opportunities such as advantages from natural gifts or social position." In agreement with Rawls' statement, in bankruptcy proceedings, no one should dominate or take advantage of unfair opportunities afforded by laws and regulations.

The explanation above illustrates that the application of the *pari passu pro rata parte* principle depends on the objective conditions and the regulatory instruments of bankruptcy law in general. In the case of PT Sumatera Beton Mandiri, the full payment of worker claims through the Postponement of Debt Payment Obligations process is a positive initial step. However, true good faith must be proven through consistent long-term action. The company needs to show continued commitment to meeting workers' rights, improving transparency, enhancing management, and building more harmonious industrial relations.

Post-Postponement of Debt Payment Obligations supervision, whether by the court, labor unions, or relevant government agencies, is essential to ensure that this good faith is not merely temporary. In addition, the active role of workers in

monitoring and reporting company practices after Postponement of Debt Payment Obligations will help ensure that the promised improvements actually materialize. Ultimately, the company's good faith after the Postponement of Debt Payment Obligations must be seen as a continuous process, not just a short-term result. This requires long-term commitment from all parties companies, workers, and regulators to build healthier and more sustainable industrial relations.

The Postponement of Debt Payment Obligations represents a much more comprehensive and fundamental threat to the survival and autonomy of a company compared to a Industrial Relations Court decision. While Industrial Relations Court focuses on resolving specific labor disputes, the Postponement of Debt Payment Obligations forces a company to address its entire financial and operational structure, with the risk of losing control over its business.

The real threat of bankruptcy, strict external supervision, enforced transparency, and the potential for drastic restructuring make the Postponement of Debt Payment Obligations a much more intimidating scenario for most companies. The long-term implications of the Postponement of Debt Payment Obligations on a company's reputation, relationships with stakeholders, and ability to operate effectively in the future far outweigh the typical consequences of a Industrial Relations Court decision. Therefore, the Postponement of Debt Payment Obligations is often viewed as a "nuclear weapon" in labor disputes, where its use may effectively force a company to seriously address workers' claims but also brings significant risks for all parties involved. An understanding of the serious consequences of the Postponement

of Debt Payment Obligations often drives companies to take labor disputes more seriously before reaching the stage where the Postponement of Debt Payment Obligations becomes a realistic option for workers.

In analyzing Decision No. 20/Pdt.Sus-PKPU/2019/PN.Niaga.Mdn, it is crucial to understand both the substantive and procedural aspects that form the basis of the decision. From a substantive perspective, this decision focuses on determining whether PT Sumatera Beton Mandiri qualifies for the Postponement of Debt Payment Obligations under Article 222 paragraph (3) of Law No. 37 of 2004 on Bankruptcy and Postponement of Debt Payment Obligations. This article serves as the central issue, stating that creditors may file for the Postponement of Debt Payment Obligations if they believe the debtor is unable to continue paying their overdue debts. In this context, the unpaid normative rights of workers, as decided in the earlier Industrial Relations Court ruling (Decision No. 76/Pdt.Sus-PHI/2014/PN.Mdn in conjunction with Cassation Decision No. 450.K/Pdt.Sus-PHI/2015), are classified as overdue debts.

Other substantive aspects involve Article 2 paragraph (1) of the Bankruptcy and Postponement of Debt Payment Obligations Law, which requires the presence of at least two creditors. In this case, the 11 former employees act as creditors, fulfilling this requirement. Procedurally, this decision follows the stages outlined in Article 225 of the Bankruptcy and Postponement of Debt Payment Obligations Law, where the court is obligated to grant a temporary Postponement of Debt Payment Obligations petition within 3 days from the filing of the petition. This process

includes the appointment of a supervising judge and the appointment of administrators to oversee the Postponement of Debt Payment Obligations process. Furthermore, this decision also considers Article 228, which regulates the peace plan, and Article 281, which deals with the ratification of the settlement.

The court's decision to approve the settlement between PT Sumatera Beton Mandiri and its creditors (former employees) is based on Article 285 paragraph (1), which requires the court to ratify a settlement that has been agreed upon. Another important procedural aspect is the application of Article 224 paragraph (5), which requires the administrators to announce the temporary Postponement of Debt Payment Obligations ruling in the State Gazette and at least two daily newspapers. This entire process demonstrates how the Postponement of Debt Payment Obligations, as a legal mechanism, provides a structured procedural framework for resolving debt disputes, including addressing workers' unpaid rights, while still offering the company an opportunity to restructure its debts and continue its business operations.

Conclusion

The legal provisions for filing for Postponement of Debt Payment Obligations (Postponement of Debt Payment Obligations) are regulated in Law No. 37 of 2004, allowing either the debtor or creditor to submit a petition to the Commercial Court if the debtor is believed to be unable to pay their debts. The dispute resolution process in the Commercial Court involves debt verification, creditors' meetings, and efforts to reach a settlement agreement. The analysis of Decision No. 20/Pdt.Sus-Postponement of Debt Payment Obligations/2019/PN.Niaga.Mdn demonstrates the effectiveness of the Postponement of Debt Payment Obligations mechanism in resolving disputes between workers and companies, with a full payment

agreement for workers' rights reached through a structured process, proving that Postponement of Debt Payment Obligations can be a solution that guarantees workers' rights while also giving the company the opportunity to fulfill its obligations.

To improve the effectiveness of resolving worker-company disputes, it is recommended that policymakers consider simplifying the Postponement of Debt Payment Obligations procedure specifically for worker-related cases in the revision of Law No. 37 of 2004, including setting shorter time limits and prioritizing the settlement of worker claims. The Commercial Court should develop a mediation mechanism before the formal Postponement of Debt Payment Obligations process, involving the supervising judge as a mediator to achieve quicker and more efficient payment agreements. Meanwhile, workers and trade unions are advised to seek direct negotiations or mediation with the company before filing for Postponement of Debt Payment Obligations, and if it is necessary to file for Postponement of Debt Payment Obligations, they should coordinate to submit a joint petition with complete documentation to expedite the dispute resolution process.

References

- Almadison, “Kekuatan Eksekusi Putusan Badan Penyelesaian Sengketa Konsumen (BPSK) Dalam Perspektif Undang-Undang No. 8 Tahun 1999 Tentang Perlindungan Konsumen”, *Jurnal Ilmu Hukum Universitas Pasir Pengaraian*, (2022).
- Anisah, Siti, *Alternatif Penyelesaian Utang Piutang dalam Rangka Penundaan Kewajiban Pembayaran Utang*, *Jurnal Magister Hukum*, Fakultas Hukum, Universitas Islam Indonesia, Vol. 1. No. 1, 1999.
- Asikin, Zainal, *Hukum Kepailitan dan Penundaan Pembayaran di Indonesia*, Raja Grafindo Persada, Jakarta, 2001.
- Azhiim, Rizma Afian dan Gema Ramadhan Bastari, “Kebebasan Berserikat Dan Keamanan Negara: Analisa Biopolitik Transformasi Kebebasan Serikat Buruh Di Indonesia”, *Jurnal Keamanan Nasional*, Vol. IV, No. 1, Mei 2018.
- Dalimunthe, Nikmah, “*Hukum Pengajuan Kepailitan Terhadap Pengusaha Oleh Pekerja Karena Hak Pekerja Yang Tidak Dibayar*”, *Risâlah*, Vol. 7, No. 2, September 2021.

- Fuady, Munir, *Pengantar Hukum Bisnis*, Citra Aditya Bakti, Bandung 2001.
- Hamonangan, Alusianto dan David Tambunan, “Peranan Kurator Terhadap Kepailitan Perseroan Terbatas”, *Jurnal Rectum*, Vol. 3, No. 1, (2021).
- Hartono, Siti Soemarti, *Pengantar Hukum Kepailitan dan Penundaan Pembayaran, Seri Hukum Dagang, Seksi Hukum Dagang*, Fakultas Hukum, Universitas Gajah Mada, Yogyakarta, 1981.
- Kitab Undang-Undang Hukum Acara Perdata.
- Kitab Undang-Undang Hukum Perdata.
- Lontoh, Rudy A., et.al, *Penyelesaian Utang Piutang Melalui Pailit atau Penundaan Kewajiban Pembayaran Utang*, Alumni, Bandung, 2001.
- Makara, Mohammad Taufik, *Pokok-Pokok Hukum Acara Perdata*, Rineka Cipta, Jakarta, 2004.
- Mansur, *Seluk Beluk Ekonomi Islam*, STAIN Salatiga Press, Salatiga, 2016
- Muljadi, Kartini, *Restrukturisasi Utang, Kepailitan Dalam Hubungannya Dengan Perseroan Terbatas*, Makalah Disampaikan Pada Seminar PKPU Sebagai Sarana Menangkis Kepailitan Dan Restrukturisasi Perusahaan, Kantor Advokat Yan Apul & Rekan, Jakarta, 26 September 1998.
- Mulyadi, Lilik, *Hukum Acara Perdata Menurut Teori dan Praktik Peradilan Indonesia*, Djambatan, Jakarta, 2002.
- Nasution, Miranda Lufti, Sunarmi dan Robert, “Analisis Yuridis Putusan Mahkamah Konstitusi Dalam Upaya Hukum Kasasi Terhadap Putusan Penundaan Kewajiban Pembayaran Utang (Studi Putusan No. 23/PUU-XIX/2021)”, *Recht Studiosum Law Review*, Vol.02, No.02, November (2023).
- Peraturan Perundang-Undangan
- Ratnawati, Theresia Endang, *Kajian Terhadap Proses Penyelesaian Perkara Kepailitan dan Penundaan Kewajiban Pembayaran Utang di Pengadilan Niaga Jakarta Pusat*, *Jurnal Dinamika Hukum*, Vol. 9, No. 2, 2009.
- Rhiti, *Filsafat Hukum edisi Lengkap (dari klasik ke postmodernisme)*, Universitas Atma Jaya, Yogyakarta, 2015.
- Salam, Moch. Faisal, *Penyelesaian Sengketa Bisnis Secara Nasional Dan Internasional*, Mandar Maju, Bandung, 2007.
- Saragih, George Jan Christian Zhernan, Sunarmi dan Robert, “Pemegang Pengalihan Atas Hak Tagih Tertulis (*Cessie*) Dalam

- Permohonan Penundaan Kewajiban Pembayaran Utang Berdasarkan Undang-Undang Nomor 37 Tahun 2004 Tentang Kepailitan dan PKPU (Analisa Putusan: No. 16/Pdt. Sus – PKPU/2017/PN.Niaga/Jkt.Pst)”, *Acta Law Journal*, Volume 2, Nomor 1, Desember 2023.
- Sjahdeini, Sutan Remy, *Hukum Kepailitan Memahami Faillissementsverordening Juncto*, Grafiti, Jakarta, 2002.
- Sulaiman, Robinton dan Prabowo, Joko, *Lebih Jauh Tentang Kepailitan, Tinjauan Yuridis, Tanggung Jawab Komisaris, Direksi Dan Pemegang Saham Terhadap Perusahaan Pailit*, Pusat Studi Hukum Bisnis, Fakultas Hukum, Universitas Pelita Harapan, Karawaci, 2000.
- Surat Edaran Mahkamah Agung (SEMA) Nomor 2 Tahun 2019 tentang Pemberlakuan Rumusan Hasil Rapat Pleno Kamar Mahkamah Agung Tahun 2019 Sebagai Pedoman Pelaksanaan Tugas Bagi Pengadilan.
- Undang-Undang Dasar Tahun 1945.
- Undang-Undang Nomor 11 Tahun 2020 tentang Cipta Kerja dan Perubahannya Undang-Undang Nomor 6 Tahun 2023 tentang Penetapan Peraturan Pemerintah Pengganti Undang-Undang Nomor 2 Tahun 2022 tentang Cipta Kerja Menjadi Undang-Undang.
- Undang-Undang Nomor 13 Tahun 2003 tentang Ketenagakerjaan.
- Undang-Undang Nomor 2 Tahun 2004 tentang Penyelesaian Perselisihan Hubungan Industrial.
- Undang-Undang Nomor 37 Tahun 2004 tentang Kepailitan dan Penundaan Kewajiban Pembayaran Utang.
- Undang-Undang Nomor 48 Tahun 2009 tentang Kekuasaan Kehakiman.
- Usman, Rachmadi, *Dimensi Hukum Kepailitan di Indonesia*, Gramedia Pustaka Utama, Jakarta, 2004.
- Yahanan, Annalisa, *Kepailitan dan Penundaan Kewajiban Pembayaran Utang: Alternatif Penyelesaian Utang Piutang*, UNSRI, Palembang, 2007.
- Yani, Ahmad dan Widjaja, Gunawan, *Seri Hukum Bisnis Kepailitan*, Raja Grafindo Persada, Jakarta, 2002.
- Yuhelson, *Hukum Kepailitan di Indonesia*, Ideas Publishing, Gorontalo, 2019.