

ABSTRACT

Debt is a common matter for a company to have it. Insolvency is a condition where a company cannot pay their debt. In the insolvency condition, a company can stated bankrupt. Bankruptcy is a mass execution which comes from court decision to seize all of debtor property in order to pay his debt to creditors. In its development, business activity indirectly made some ways to perform debt. Transfer of debt is one of ways for the parties to perform debt. Cession is including as transfer of debt. In cession, the right of previous creditor is transferred into cessionaris, as a new creditor. But the position of cessionaris is not clearly stated in any provisions. It is possible for previous creditor to partially divide his claim to cessionaris. As the result, now debtor has 2 creditors which come from previous creditor.

The lack of provision regarding to cession made the position of cessionaris becomes uncertain. There are no clearly provisions which stated about the right and obligation of cessionaris, especially in bankruptcy petition. The writer chooses normative methodology to find the answer of the problem. The writer gathers any acts, court decisions, books, and journals to look the position of cessionaris in bankruptcy petition.

Despite from the lack of provision regarding to cession, the position of cessionaris in bankruptcy petition is depend on the validity of cession delivery which stated in article 613. Cessionaris also receive all of right to claim that originally owned by previous creditor. According to article 613 of Indonesian Civil Code, cessionaris is obligated to make a deed of cession with previous creditor. In order to avoid misinterpretation regarding to the position of cessionaris, it is important to strengthen or make a clear provision regarding to cession.

Keyword: *position of cessionaris, requirement of creditor, bankruptcy petition*