

CHAPTER III

**THE POSITION OF CESSIONARIS TO FULFILL THE
REQUIREMENT OF MINIMUM 2 CREDITORS IN
BANKRUPTCY PETITION**

**A. The Position of Cessionaris to Fulfill The Requirement of Minimum 2
Creditors in Bankruptcy Settlement**

1. Position of Cessionaris in Bankruptcy Petition

In order to maintain business activity, every business actor is needed to have a debt. The amount of debt for every companies or business actor is different each other. The amount of debt is usually influenced by some factors. One of problem that faced by company with huge debt is how the payment system of the debt. If not managed well, it is possible for a company to have financial problem or stated bankrupt.

Generally, debt have many meaning depend on it point of view. In narrow meaning, debt is an obligation come from a loan agreement. But in broad definition, debt means by obligation that occurs based on laws or agreement. Act No. 37 of 2004 about Bankruptcy and Suspension of Payment define that debt is an obligation which can be stated in money, either rupiah or foreign currency, either directly or

continuously, either based on laws or agreement, and should be fulfilled by debtor.¹³³ If debtor can not fulfill his obligation, creditor has a right to get the fulfillment from debtor assets.

According to Pitlo, Van Brekel, Rutten, Stein, and Boltelle, stated that payment is a fulfillment of obligation which not only in the form of money, but to do or give something.¹³⁴ It means that if someone does not fulfill his obligation, it can be said that he was in debt. Payment is not usually in the form of money. Therefore same with payment, debt is also can be in the form of something that stated in article 1234 of Indonesian Civil Code.¹³⁵

In other hand, in order to perform payment, in its development, there are some ways to pay a debt. The one of ways that easily found in society is to transfer the debt to other party. At least there are 3 ways to transfer debt which ruled in Indonesian Civil Code: subrogation, novation, and cession. Subrogation is a transfer of obligation to third party to pay creditor which ruled in article 1400 of Indonesian Civil Code.¹³⁶ Subrogation can occur because of agreement or laws.¹³⁷ And

¹³³ Article 1 (8) of Act No. 37 of 2004

¹³⁴ J Satrio, *Hukum Perikatan, Perikatan yang Lahir dari Undang-Undang*, Citra Aditya Bakti, Bandung, 1993, p.80

¹³⁵ Article 1234 of Indonesian Civil Code that stated about *the purpose of contract which is to provide something, to do or not to do something*

¹³⁶ Article 1400 of Indonesian Civil Code which stated that *subrogation is a substitution of third party in place of and who succeeds to the rights of creditor, who himself has paid this creditor, shall take place by agreement or by force*

¹³⁷ Suharnoko, Endah Hartati, *Doktrin Subrogasi, Novasi, dan Cessie Dalam Kitab Undang-Undang Hukum Perdata, Niuew Nederlands Burgerlijk Wetboek, Code Civil Perancis, dan Common Law*, Prenada Media Group, Jakarta, 2005, p.8-9

novation is a change from previous contract to a new one. Provision about novation is stated in article 1413 of Indonesian Civil Code.¹³⁸

Meanwhile, although same as transfer of debt, the characteristic among subrogation, cession, and novation is different each other. Cession is not clearly stated its term in Indonesian Civil Code. But definition of cession is same as article 613 was stated. Article 613 of Indonesian Civil Code is ruled about how to transfer registered debt and other intangible assets. Cession is a transfer of right to claim from the previous creditor which called as cedent to new creditor which called as cessionaris.¹³⁹ The right to claim is transferred to cessionaris, and because of that, cessionaris have a right to claim a debt which originally come from cedent.

Cession is not removing the previous obligation. Cession is only transferring the previous obligation to cessionaris. In subrogation, the previous obligation was removed although just in 1 second and then re-occurred for new party interest. In novation, the previous obligation was erased and replaced it to new obligation. The next difference is that in cession, debtor was passively parties. In subrogation and novation, debtor should be involved in making a new obligation.¹⁴⁰

¹³⁸ Article 1413 of Indonesian Civil Code which stated about circumstances of debt renewals

¹³⁹ Subekti, *Op. Cit*, p.71

¹⁴⁰ Suharnoko, Endah Hartati, *Op. Cit*, p.101

In other hand, Act No. 37 of 2004 is stated that the requirement to be stated bankrupt is that debtor have 2 or more creditors. At least one of debt among these creditors is should be matured and payable.¹⁴¹ The minimum of 2 creditor requirement is in accordance with the principle of *concursum creditorum*. *Concursum creditorum* is a principle that becomes a basis of bankruptcy law in Indonesia and some countries. This principle have a same definition with requirement of bankruptcy that stated in article 2 (1) of Bankruptcy Act which said that debtor should have at least 2 or more creditors.¹⁴² The purpose of this principle is to make that debtor can not easily stated bankrupt.

But in the fact, to have 2 or more creditors is very easy by debtor. In business activity which exists nowadays, it is very possible for debtor to have 2 or more creditors. Business activity nowadays needs some cooperation from another business actor to help its activity. The problems that occurred are more complex and developed along with market demand. This matter was added with the fact that Indonesian Bankruptcy Act is not really implemented insolvency principle. Indonesian Bankruptcy Act does not require for debtor to have insolvency condition to stated bankrupt.¹⁴³

In order to fulfill the minimum creditor requirement, it is possible that creditor come from cession. Cessionaris as the third party have a

¹⁴¹ Article 2 (1) of Act No. 37 of 2004 stated about *requirements of bankruptcy*

¹⁴² Elyta Ras Ginting, *Op. Cit*, p.52

¹⁴³ *Ibid*, p.53

position in minimum creditor requirement. With cession, the right of claim from cedent is automatically transferred to cessionaris as new creditor. It is means that cessionaris can request for the debtor to be stated bankrupt as long as he has 1 or more creditors.

In the fact, some of judges in Commercial Court is not granting bankrupt request which come from cessionaris. Most of them argued that the process of cession is invalid. Bankruptcy Act give an explanation in article 8 (4) that Commercial Court should grant bankruptcy request if the case is can be simply proofed which in accordance with requirement that stated in article 2 (1). But this matter in practice is become polemic.¹⁴⁴ Both for Supreme Court and Commercial Court seems that they lack for consistency to determine the implementation of simple proofing.¹⁴⁵

The concept of simple proofing which implemented in Bankruptcy Act is in accordance with article 1865 of Indonesian Civil Code. This article stated that if someone declare that he own a right of something, or refers to a fact to support his right, or object another party's right, he should proofed it. To strengthen his right or objects another right, someone should proofed it with the evidence that can brought into

¹⁴⁴ Mulyani Zulaeha, *Mengevaluasi Pembuktian Sederhana dalam Kepailitan sebagai Perlindungan terhadap Dunia Usaha di Indonesia*, Journal Hukum Acara Perdata Adhaper, Vol. 1, No. 2, July- December 2015, p.171-187

¹⁴⁵ Nelson Kapoyos, *Konsep Pembuktian Sederhana dalam Perkara Kepailitan*, Lembaga Studi Hukum Indonesia, Jakarta, December 2017, p.331

dispute settlement proceeding such as written evidence, witness evidence, objection, statement, and oath.¹⁴⁶

In the process of cession, the transfer of claim should be notified to debtor. Although cession was successfully transfer claim of cedent to cessionaris, but in order to bind cessus (debtor), the transfer should been notified to cessus,¹⁴⁷ which already stated in article 613 of Indonesian Civil Code. The negligence in notification step is causing cessus does not have legal certainty toward his position as debtor.

The concept of simple proofing is implemented in Bankruptcy Act. But in this Act, there is no explanation about the implementation of simple proofing, so in practice the interpretation of simple proofing depend on the judge who in charge of related bankruptcy case.¹⁴⁸ Simple proofing as stated in article 8 (4) of Bankruptcy Act becomes not simple anymore. The lack of explanation of simple proofing is causing multi-interpretation among the judges.

Legal consequence of cession is to give a right of claim to cessionaris as a new creditor for cessus (debtor). After cession, cessionaris replace the position of cedent which means that the right of cedent to cessus is can be used by cessionaris. Because of that, occurs

¹⁴⁶ H Enju Juanda, *Kekuatan Alat Bukti dalam Perkara Perdata menurut Hukum Positif Indonesia*, Journal Ilmiah Galuh Justisi, Vol.4, No. 1, 2016, p.28

¹⁴⁷ Akhmad Budi Cahyono, *Op. Cit.*, p.17-18

¹⁴⁸ Putriyanti, T Wijayanta, *Kajian Hukum tentang Penerapan Pembuktian Sederhana dalam Perkara Kepailitan Asuransi*, Mimbar Hukum, Vol. 22, No. 3, October 2010, p.483

new relationship which is between cessionaris and cessus, that causing transfer of right to cessionaris to fill petition.¹⁴⁹

The matter of position of cessionaris who replaces cedent (previous creditor), he have a same right and position in claiming his debt. If cessus was default, cessionaris have a right to claim based on cession deed which made with cedent. Cessionaris also have a right to claim a matured and payable debt by debtor in order to fill bankruptcy petition for debtor.¹⁵⁰ As long as the requirement of cession was fulfilled, cessionaris can replace position of cedent in the requirement of minimum 2 creditors for bankruptcy petition.

2. Position of Cessionaris in Partial Cession

There is no legal basis for cedent to transfer his claim right of cessus in the full cession. The provision about indivisible debt is stated in article 1926 of Indonesian Civil Code:

“A contract is divisible or indivisible if the subject is goods the delivery of which, or a deed the implementation of which is susceptible to division, tangible or intangible.”

In the case of the object of contract is money, it can be divided and creditor can partially transfer it into cessionaris. According to Gunawan Widjaja, the minimal for levering is if the claim of debt can

¹⁴⁹ Rachmad Setiawan, J Satrio, *Op. Cit.*, p.56-58

¹⁵⁰ Nelson Kapoyos, *Op. Cit.*, p.339

be divided at least into 2 claims, although it originally comes from 1 claim. If the contract only can divided into 1 claim, so this claim is can not be divided and separated sold.¹⁵¹

In 29 January 2014, PT Danpac Futures (DF) requested for PT Bakrie & Brothers (BNBR) to be stated suspension of payment at Commercial Court of Central Jakarta. PT DF claims that PT BNBR has a debt in 56.978.261.821 rupiahs for them. The debt itself is come from partial cession which signed between PT Ciptadana Sekuritas (CS) and PT DF. PT CS and PT DF are signing a partial endorsement contract in 4 December 2013. The notification of endorsement is also already send to PT BNBR.

But the judges of Commercial Court of Central Jakarta not grant the request of the creditors with decision No. 03/PDT.SUS/PKPU/2014/PN.NIAGA.JKT.PST. One of the cause is cession which done by PT DF and PT CS was not valid.¹⁵² According to article 111 of Indonesian Commercial Act, endorsement can not be done in partial. If endorsement done partially, automatically it become invalid.¹⁵³

¹⁵¹ <https://www.hukumonline.com/berita/baca/lt5be0f70372896/jual-piutang-harus-gunakan-cessie--agar-kreditor-tak-ditolak-ikut-voting-pkpu/> accessed on 12 October 2019, 23:30

¹⁵² Commercial Court of Central Jakarta Decision No. 03/PDT.SUS/PKPU/2014/PN.NIAGA.JKT.PST

¹⁵³ Article 111 of Indonesian Commercial Code

Endorsement is a way to legally transfer to another party which causing the change of ownership of securities. In article 112, stated that endorsement shall be done in wesel and signed by the party.¹⁵⁴ Wesel itself is a letter which contain the word “wesel”, dated, and signed in certain place, which its publisher give a command without conditions to someone in order to perform payment to publisher or its substitute.¹⁵⁵

So, about the position of cessionaris of partial cession in bankruptcy, cessionaris have a right to act as a creditor. Cessionaris have a right to claim his right to debtor in front of court. In other word, as long as the process of partial cession was based on any provisions that ruled about it, cessionaris can fill the position of minimum creditor in bankruptcy settlement. If cession process was valid and not violate any provisions about prohibition of partial cession, cessionaris can act as creditor in the requirement of minimum 2 or more creditors in bankruptcy petition.

3. Example of Cases Regarding to The Position of Cessionaris to Fulfill The Requirement of Minimum 2 Creditors in Bankruptcy Petition

There are some cases which indicate the position of cessionaris as a new creditor in bankruptcy petition:

¹⁵⁴ Article 112 of Indonesian Commercial Code

¹⁵⁵ Andy Sri Rezky Wulandari, *Op. Cit*, p. 163

a. Bankruptcy petition where PT Bahana Selaras Alam (BSA) transfer his debt for PT Dharma Rosadi International (DRI) with partial cession to PT Tridaya Sakti Mandiri. In 10 September 2015, PT BSA fills a bankrupt petition to Commercial Court in Central Jakarta. As stated before PT DRI have 2 creditors because of partial cession which done by PT BSA to PT TSM. According to PT BSA, PT DRI has a debt as worth as 2,096,823,344 rupiahs from drilling agreement between them. This debt was already matured and payable. In 3 September 2015, PT BSA partially transfers his claim to PT TSM as worth as 300 million rupiahs.¹⁵⁶

As referred to Commercial Court Decision No. 26/PDT.SUS/PKPU/2015/PN.NIAGA.JKT.PST, the judges of Commercial Court of Central Jakarta refuse the request of PT BSA.¹⁵⁷ The judges argued that the debt of PT DRI is can not simply proofed. There is different interpretation between PT BSA and PT DRI regarding to the amount of debt. According to PT DRI, he only has a debt which worth as 1.796.823.344 rupiahs. The judges of Commercial Court of Central Jakarta said that simple proofing can not implemented in this case. In other hand, the judges argue that the cession is not valid because of different interpretation of the amount of debt.

¹⁵⁶ <https://kabar24.bisnis.com/read/20151025/16/485746/dharma-rosadi-international-gagal-dipailitkan> accessed at 14 October 2019, 22:00

¹⁵⁷ Commercial Court Decision No. 26/PDT.SUS/PKPU/2015/PN.NIAGA.JKT.PST

b. The position of cessionaris is also can be found in the case of Rosemary and PT Indra Catering against MH Thamrin Hospital. The case is started with a contract between PT Indra Catering and MH Thamrin. In the continuation, Thamrin Hospital can not fulfill his obligation which is to pay the cost of catering to PT Indra Catering. The amount of the debt is 1, 1 billion rupiahs. In other hand, Riswanti as the owner of PT Indra Catering also have a debt to Rosemary. In order to pay his debt, Riswanti transferred half of her claim for Thamrin Hospital into Rosemary.

Because of lack of money, Rosemary sued Thamrin Hospital to Commercial Court of Central Jakarta for suspension of payment petition. Rosemary together with PT Indra Catering is requesting suspension of payment for Thamrin Hospital.¹⁵⁸

But the judges of Commercial Court of Central Jakarta refuse the request of suspension of payment.¹⁵⁹ In the judge decision said that the transfer of partial debt is not valid. Thamrin Hospital argued that they do not receive any notification regarding to the partial cession contract. And also based on the judge, Riswanti does not have a position to act in the name of PT Indra Catering. The asset of Limited Liability Company is separated with

¹⁵⁸ <https://kabar24.bisnis.com/read/20130415/16/8688/rs-mh-thamrin-menang-di-kasus-pkpu-catering-rp11-miliar> accessed at 14 October 2019, 18:00

¹⁵⁹ Commercial Court of Central Jakarta Decision No. 9/Pdt.Sus/PKPU/2013/PN.Niaga.Jkt.Pst

the owner.¹⁶⁰ So, the debt of Thamrin Hospital is supposed to own by PT Indra Catering, not Riswanti.

Regarding to the statement that Thamrin Hospital does not receive any notification regarding to the cession, both Rosemary and Riswanti insist that they was already sent the notification. Notification is one of requirement for cession to give a legal certainty toward its parties. In article 613 of Indonesian Civil Code, the notification does not need to be approved. As long as cessus was notified, it is mean that cession is valid.¹⁶¹

c. Another case regarding to position of cessionaris is case between PT Danpac Futures and PT Bakrie & Brothers (BNBS). In 4 December 2013, PT Danpac takes over the right of claim in partially from PT Ciptadana Sekuritas. The amount of the debt is 56,978,261,821 rupiahs. PT Danpac was already sent a subpoena to PT BNBS in 7 January 2014 which in the fact the debt already matured and payable since 9 February 2012. Because PT BNBS does not respond the subpoena, PT Danpac fills a suspension of payment petition to Commercial Court of Central Jakarta in 29 January 2014 in order to claim his right.

According to Commercial Court Decision 03/PDT.SUS/PKPU/2014/PN.NIAGA.JKT.PST, the judges refuse

¹⁶⁰ Ridhwan Khairandy, *Op. Cit*, p.15

¹⁶¹ Suharnoko, Endah Hartati, *Op. Cit*, p.105

the request of suspension of payment which filled by PT Danpac. The opinion of the judges is endorsement which done by PT Danpac from PT Ciptadana Sekuritas was not valid. According to article 111 of Commercial Act, endorsement can not transferred partially. In other hand, the position of PT Danpac in suspension of payment is can not include as creditor.¹⁶²

d. In 15 April 2014, PT Wirana Nusantara Energy (WNE) and PT Tangkuban Perahu Geothermal Power (TPGP) are making a contract of drilling construction in West Java. In this case, PT WNE is act as tender recipient and PT TPGP act as tender giver. In the middle of the work, the amounts of operational costs are more than the amount which was signed in the contract. So, the amount of insufficient payment is claimed by PT WNE. PT WNE argued that the insufficient payment is his right and can be claimed. But PT TPGP was refusing this payment and not recognized it. So, in 30 April 2015, PT WNE is requesting bankruptcy for PT TPGP in Commercial Court of Central Jakarta.

PT WNE claims that the insufficient payment of PT TPGP is 3,451,787, 22 US dollars and 618.926.875 rupiahs. And then, this amount of debt was transferred into third party as worth as 1,286,577, 31 US dollars and 618,926,875 rupiahs. This bill is

¹⁶² Commercial Court of Central Jakarta Decision
03/PDT.SUS/PKPU/2014/PN.NIAGA.JKT.PST

transferred with partial cession. With this partial cession, in other word, PT TPGP now has 2 creditors.

The judges of Commercial Court of Central Jakarta are decide to refuse the request which requested by PT WNE. The judges argued that PT TPGP does not have any debts to PT WNE. In the fact, drilling work which performed by PT WNE is not finished. The judges of Commercial Court of Central Jakarta stated that PT WNE is default to the drilling contract.¹⁶³

The judges use the principle of *exceptio non adimpleti contractus* which means by an objection of the statement that debtor not fulfill the contract, but in the fact creditor is the one who not fulfill the contract.¹⁶⁴ J Satrio explain that *exceptio non adimpleti contractus* is an objection to respond the claim by creditor where debtor not fulfill the obligation. But creditor does not have a right to claim it because the one who does not fulfill the contract was creditor itself.¹⁶⁵ Because of invalidity of the contract, the status of cession is not valid.

e. There is different case with different interpretation regarding to the position of cessionaris in bankruptcy petition. PT

¹⁶³ Commercial Court of Central Jakarta Decision No. 489 K/PDT.SUS-PAILIT/2015

¹⁶⁴ Riduan Syahrani, *Seluk Beluk dan Asas-Asas Hukum Perdata*, Alumni, Bandung, 2004, p.242

¹⁶⁵ <https://www.hukumonline.com/klinik/detail/ulasan/cl483/somasi/> accessed on 14 October 2019, 16:00

Tunggul Ulung Makmur (TUM) claimed that PT Bintan Setia Indah have some debts for them as worth as 345,022 US Dollars and 34,282,000 rupiahs. The debt is come from a contract that signed by PT TUM and PT Bintan Setia about bauxite ore mine in 5 February 2012. PT TUM was already asked for PT Bintan Setia to pay their debt but does not get respond from them.

And then, PT TUM transferred partially their debt to Maswadi and Yanto Ndey with partial cession. Maswadi and Yanto get a portion by 10% each other from the debt claim for PT Bintan Setia. Cession deed was signed between them and notified into PT Bintan Setia as cessus. Because of does not get a payment, PT TUM together with Maswadi and Yanto fill a bankrupt petition for PT Bintan Setia to Commercial Court of Medan in 23 September 2013.

With the decision No. 09/Pailit/2013/PNiagaMdn, the judges refuse the bankrupt request by PT TUM. The judges argued that the process of cession does not meet its requirement. The cession process is lack of requirement of delivery pursuant of legal title.¹⁶⁶

It is quite unique that the judges are doubting that the cession lack of pursuant of legal title. Usually, the bases of the

¹⁶⁶ Commercial Court of Medan Decision No. 09/Pailit/2013/PNiagaMdn

judge are notification of cession or the nature of debt itself. Although in this case, the key essential of cession was fulfilled. There is a deed of cession contract and it was already notified into cessus.

B. The Right and Obligation of Cessionaris in Bankruptcy Petition

The principle of freedom of contract is implemented in cession. As stated in article 1338 of Indonesian Civil Code, all contracts shall bind into the makers.¹⁶⁷ Base of freedom of contract is individual freedom which purposed in individual interest. All contracts are valid as long as meet the requirement which stated in article 1230 of Indonesian Civil Code.¹⁶⁸

Freedom of contract principle is one of principle which implemented in cession. Both for partial and full cession, it is valid as long as does not violate some matters:¹⁶⁹

- a. Prohibited by laws,
- b. Prohibited by public order,
- c. Violating of decency,
- d. Cession which significantly change debtor obligation,
- e. Cession for agreement which can not be transferred.

¹⁶⁷ Article 1338 about freedom of contract

¹⁶⁸ Article 1230 of Indonesian Civil Code about *requirement of contract*

¹⁶⁹ Munir Fuady, *Op. Cit*, p.160

If the process of cession was valid, there are some rights and obligations which would transfer to cessionaris in bankruptcy petition:

1. The Right of Cessionaris

As long as cession was in accordance with the laws, both in the process and delivery, the legal status of cession is valid. When cession is valid, the right of cedent as previous creditor was transferred to cessionaris as a new creditor. This matter is also can be implemented in bankruptcy and suspension of payment petition. There are some right of cessionaris in the bankruptcy and suspension of payment:

a. Right to request a bankruptcy or suspension of payment for debtor

According to article 2 (1) of Bankruptcy Act, one of requirement of debtor is to have at least 2 or more creditors. As long as the cession is valid, cessionaris can act as a creditor to fulfill this requirement. Cessionaris can request for debtor to stated bankrupt or suspension of payment.

b. Right to claim the debt

Cessionaris who receive a claim of debt from cedent is having a right to claim the debt from debtor. The transfer of claim means that cessionaris was the one who should be paid. In the case of partial cession, both cessionaris and cedent are have a same right to claim the debt. In partial cession, the debt is not replaced. Partial

cession only makes the debt split into 2 or more. So, the position of cessionaris is still same with cedent regarding to the claim.¹⁷⁰

c. To get paid by bankruptcy and suspension of payment

Cessionaris is having a right to get paid from bankrupt asset of debtor in bankruptcy settlement. After the process of debt matching by curator and creditors, cessionaris will get a portion of how much he get paid from bankrupt asset. In this case, it is important to determine which position that cessionaris has. He can be in the position of preference, concurrent, or separated creditors.¹⁷¹

2. The Obligation of Cessionaris

To perform cession, there are some obligation which should be fulfilled by cessionaris:

a. Make a cession deed

One of important requirement of cession that stated in article 613 of Indonesian Civil Code is to record the cession into a deed. The form of deed is can be in private or authentic deed.¹⁷² In article 613, it was stated that cession should be recorded in written

¹⁷⁰ Suharnoko, Endah Hartati, *Op.Cit*, p.103

¹⁷¹ Munir Fuady, *Hukum Kepailitan dalam Teori dan Praktek*, *Op. Cit*, p. 97-99

¹⁷² Article 613 of Indonesian Civil Code

form. The deed itself should contain a statement that the claim is transferred from cedent to cessionaris.

b. Notification to cessus (debtor)

To get a valid status, cession should be notified to debtor. Beside recorder into a deed, the process of claim transfer in cession should be notified to cessus. This matter is important in order to avoid misinterpretation by debtor according to the position of his creditor. If cession was not notified, it is possible for debtor to pay his debt into cedent who has already transferred his claim to cessionaris.¹⁷³

c. Cessionaris should proof the cession in front of the court

As stated before that Commercial Court is implemented the principle of simple proofing.¹⁷⁴ Although it has not a clear explanation, but in the fact some of judges in Commercial Court are use this principle in cession case.¹⁷⁵ The importance of the existence of cession deed is used in this case. To act as creditor, cessionaris should proof the cession process between him and cedent in front of the court. If cessionaris can not proof the validity of cession, he can not act as creditor for debtor.

¹⁷³ Rachmad Setiawan, J Satrio, *Op. Cit*, p.41

¹⁷⁴ Article 8 (4) of Act No. 37 of 2004

¹⁷⁵ Mulyani Zulaeha, *Op. Cit*, p.182