THE LEGAL CONSEQUENCES OF BANKRUPTCY ON GRANT AGREEMENT

Angged by:

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INDONESIAN ISLAMIC UNIVERSITY

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LEGAL CONSEQUENCES OF BANKRUPTCY ON GRANT AGREEMENT

It has been checked and approved by the Final Project Supervisor for submission in the future the Examiner Team in the Awareness Examination on 13 Juni 2024 (Pak Lucky Suryo & Buh Siti Anisah), 20 June 2024

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THE LEGAL CONSEQUENCES OF BANKRUPTCY ON

GRANT AGREEMENT

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SURAT PERNYATAAN

ORISINALITAS KARYA TULIS ILMIAH BERUPA TUGAS AKHIR

MAHASISWA

FAKULTAS HUKUM UNIVERSITAS ISLAM INDONESIA

Bismillahirrahmanirrahim

Yang bertandatangan dibawah ini, saya:

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Adalah benar-benar Mahasiswa Fakultas Hukum Universitas Islam Indonesia yang telah melakukan penulisan Karya Tulis Ilmiah (Tugas Akhir) berupa Skripsi dengan judul :

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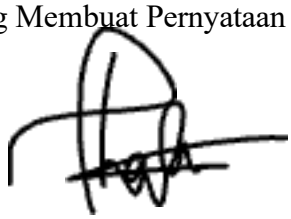

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MOTTO

“Assobru yuinu ‘ala kulli amalin”

Sesungguhnya Sabar Meudahkan Segala Urusan

DEDICATION

This thesis wholeheartedly dedicanted to :

Allah Subhanallahu wa ta'ala

Gratefull to Almighty God Allah SWT that made me srtong and always be there for his slave. Long path been crossed only by myself, Thank god, for every help I could be in this amazing part of life.

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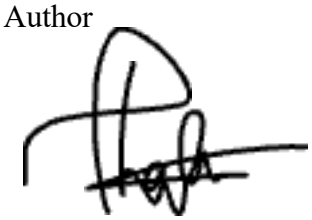
Yogyakarta, 24 March 2024

Author



Putri Halimatussa'diyah

THE LEGAL CONSEQUENCES OF BANKRUPTCY ON THE GRANT AGREEMENT

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ABTRACT

In articles 1311 and 1332 of the Civil Code, especially article 1311, it is stated that all the property owed, whether movable or immovable, whether existing or future-proof, shall be borne for all personal engagements. This means that if a debtor neglects his performance to a creditor based on the provisions of Article 2 of the Law on Bankruptcy and Suspension of Debt Payment Obligations, then the right to auction the debtor's assets will later be given to the creditor. The first step taken by the bankruptcy institution is a mass execution of the debtor's assets, also known as general confiscation, in which the debtor's assets are under the supervision of an authorized official (curator) for distribution. Before a general seizure is made, a debtor usually checks the assets he owns and even gives some or a small amount of his assets to others for free, or what is called a grant. Therefore, in this study, the author analyzes the act of giving grants performed by debtors who have been declared bankrupt in bankruptcy disputes. Therefore, to find out the legal consequences, the author is interested in researching how bankruptcy law affects grant agreements.

This type of research is called normative legal research. The research methods were carried out by examining library materials or secondary data. The type of approach used in this study was the normative-juridical approach. This was done by looking for materials from library or secondary data as the sources in writing the research report.

The answer to the problem statement, which is the general effect of bankruptcy law on a grant agreement, is that if the grant involves the transfer of assets from the debtor to the grantee, then the bankruptcy law can affect the ownership and the control of those assets. In bankruptcy proceedings, the grantee may lose his or her rights to the assets that have been granted. In addition, the Law on Bankruptcy and Suspension of Debt Payment Obligations provides a mechanism for the curator to withdraw the bankrupt assets under the control of a third party with the Actio Pauliana legal remedy which aims to cancel all the actions of the debtor that are not obligatory, including the provision of grants or transfer of assets before bankruptcy occurs.

Keywords: Legal Consequences, Bankruptcy, Grant Agreement

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CHAPTER I

INTRODUCTION

A. Background of Study

Running a business is one of the efforts to support the economy and welfare of a person or a group of people who are usually engaged in a company. A company is a business with a legal entity that has the goal of making profits. According to Article 1 Point b of Law No. 3 of 1982, a company is any form of business that is permanent and continuous and is established, works, and is domiciled within the territory of the Republic of Indonesia for the purpose of obtaining profits or earnings. However, in the life of a company, there must be a dynamic journey. It is common for companies to take on debt to support the company finance. This debt is in the form of rupiah or other country's currency that arises from an agreement or law which has a maturity day.

Bankruptcy is a common phenomenon amid the frequently uncertain economic climate in Indonesia, especially during a pandemic like today. Some companies are unable to pay creditors due to the sluggish economy and low purchasing power of the people, making some of them file for bankruptcy or delay payment of debt obligations. There were at least three bankrupt companies in the first half of 2020[1]. The first company was PT. Sentul City Tbk, the operator of Sentul City real estate, which was

[1]Laucereno,Febrina Sylke, *"Daftar Perusahaan yang Digugat Pailit Selama Pandemi"*. Retrieved from; https://finance.detik.com/bursa-dan-valas/d-5203134/daftar-perusahaan-yang-digugat-pailit-saat-pandemi. (2020, 7 Oktober), Diakses tanggal 21 mei 2023

declared bankrupt based on the case number 35/Pdt. Sus-Bankruptcy/2020/PN Niaga Jkt.Pst. The second company was PT. Global Mediacom Tbk, the operator of KT (Korea Telecom) Corporation, which was rejected by the Central Jakarta Commercial Court. The third and last company was PT. Ace Hardware Indonesia Tbk. based on the case number 329/Pdt.Sus-PKPU/2020/PN Niaga Central Jakarta.

When a company has been declared bankrupt, the company is obliged to give all their assets to others. This is the realization of the two key principles contained in Article 1311 and Article 1332 of the Civil Code. Article 1311 states that all the property owed, whether movable or immovable, whether existing or future-proof, shall be borne for all personal engagements. Furthermore, Article 1332 of the Civil Code states that the difference is a mutual guarantee for all those who owe them, and the income from the sale of objects is divided according to the balance, that is, according to the size of each receivable, unless it is between individual receivables, and there is a valid reason for precedence among creditors.

Based on the provisions above, if the debtor is negligent in his performance to the creditor in accordance with the provisions of Article 2 of the Law on Bankruptcy and Suspension of Debt Payment Obligations, then the right to auction the debtor's assets is given, and later the auction proceedings will be given to the creditor. The first step taken by the bankruptcy institution is a mass execution of the debtor's assets, or general

confiscation, so the debtor's assets are under the supervision of the officials authorized for distribution.

Bankruptcy is defined as a condition in which a debtor is unable to make payments on the debt of his creditor. The situation of being unable to pay is usually caused by financial distress from the debtor's business that has regressed. Meanwhile, bankruptcy is a court decision that results in a general confiscation of all the assets of the bankrupt debtor, both existing and future ones. The management and settlement of bankruptcy is carried out by a curator under the supervision of the supervisory judge with the main purpose of using the proceedings from the sale of the assets to pay all the debts of the insolvent debtor proportionally.

Before a general confiscation is made, a debtor often inspects the assets in his possession and even gives some or a little of his assets to others for free. In fact, there are many ways done by debtors (bankrupt) to maintain their property to avoid being entirely confiscated by the bankruptcy institution.

Meanwhile, according to the definition of the Great Dictionary of the Indonesian Language, a grant is "a voluntary gift given by transferring the right to something to another person." Grants are regulated in Chapter 10 of Article 1666 to Article 1693 of the Civil Code. Article 1666 of the Civil Code defines a grant as an agreement by which the grantor, in his lifetime, freely and irrevocably, delivers something. Article 1666 of the Civil Code defines a gift as an agreement in which the donor during his

lifetime freely and irrevocably delivers an object for the purpose of the recipient who has received the gift earlier. Through these definitions, grants have three main characteristics, including free, lifetime, and irrevocable.

During the enforcement of the Law on Bankruptcy and Suspension of Debt Payment Obligations, there are still various problems that prevent the rights of creditors from being fulfilled, in which debtors who have bad intention will try to hide their assets by transferring them to other parties or granting them. To protect the interests of creditors who are harmed due to the legal actions committed by debtors, the Law on Bankruptcy and Suspension of Debt Payment Obligations provide a solution for creditors to claim their rights to debtors through Actio Pauliana. Actio Pauliana, known as fraudulent transfer law in the United States, which it evolved into the Uniform Fraudulent Conveyance Act, the Bankruptcy Act of 1975, and the Uniform Fraudulent Transfer Act, where the United States prohibited for transferring of wealth by a debtor with the intentions to hinder, delay, or defraud creditors.[2] In Black's Law Dictionary, Actio Pauliana generally being defined as an action to rescind a transaction (such as alienation of property) that an insolvent debtor made to deceive the debtor's creditors; this action was brought against the debtor or the third party who benefited from this transactions.[3]

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[2] Douglas G Baird and Thomas H. Jackson, 'Fraudulent Conveyance Law and Its Proper Domain", 1985; 38 Vand. L. Rev. p. 829; Rosenberg, "Intercorporate Guaranties and the Law of Fraudulent Conveyances: Lender Beware", 125 U. Pa. L. Rev. 235, 1976, [241]; Acles and Dorr, "*A Critical Analysis of the New Uniform Fraudelent Transfer Act*", *1985 U. III.L. Rev. 527*, 1985, p. 256; and Cook and Medales, "*Unform Fraudelent Transfer Act: An Introductory Critique*", *62 Am. Bankr. L. J. 87*, 1988'.[565]

[3] Henry Campbell, 'Black's Law Dictionary, St. Paul Minn' [1990] West Publishing Co.[35]

However, the Civil Code does not clearly state that if the grantor (debtor) goes bankrupt then the grant can be canceled. Consequently, there is an impact in the form of legal uncertainty, making creditors frequently experience losses since it is difficult to ask debtors (bankrupts) to perform their obligations. If the grant involves the transfer of assets from a debtor to a grantee, bankruptcy law can affect the ownership and control of these assets.

Based on the above description, the act of giving grants from companies that have been declared bankrupt to other people must receive special attention. Therefore, to find out the legal consequences, the authors are interested in conducting this research entitled **"THE LEGAL CONSEQUENCES OF BANKRUPTCY ON GRANT AGREEMENTS"**

B. Problem Formulation

1. What are the legal consequences of a grant agreement if a debtor is declared bankrupt?
2. How is the filing of Actio Pauliana legal remedy against a debtor who grants his assets before bankruptcy?

C. Research Objectives

1. To find out the legal consequences of the grant agreement if a debtor is declared bankrupt.

2. To find out the filing of Actio Pauliana legal remedy against a debtor who grant his assets before the bankruptcy decision.

D. Research Benefits

The results of this research are expected to provide benefits for both theoretical science and practical interests.

Theoretical Benefits

The results of this study are expected to provide academic benefits for knowledge of the legal consequences of bankruptcy on grant agreements.

Practical Benefits

This research is to be representation in reviews of the legal consequences of bankruptcy on grant agreements.

E. Originalities of Research

1. Previous research results

No.	Sources	Discussion
1.	Parwita Sari, Akibat hukum pembatalan hibah sehubungan dengan adanya	**Problem Formulation** 1. Does a curator have the authority to cancel a grant agreement with a

[4]Parwita Sari, "Akibat hukum pembatalan hibah sehubungan dengan adanya pernyataan pailit terhadap perseoran terbatas",*Thesis, Fakultas Hukum Universitas Airlangga,* 2005

	pernyataan pailit terhadap perseoran terbatas, Fakultas Hukum Universitas Airlangga, 2005.[4]	bankruptcy statement against a PT? 2. What are the legal consequences of canceling a grant if a PT is declared bankrupt? **Conclusion** 1. From the results and discussion, it can be concluded that with a declaration of bankruptcy against a PT, a curator has the right to apply for cancellation of grant agreements between a PT and other parties that are made prior to the declaration of bankruptcy. Cancellation of the grant agreement can be requested if the curator can prove that the PT knows that the grant agreement made can harm the creditor and the grant agreement is made within a period of less than 1 (one) year prior to the bankruptcy declaration. The provisions of Article 43 and Article 44 of the Bankruptcy Law become the basis for the authority of the curator to cancel the grant agreement in connection with a

		bankruptcy statement. 2. The legal consequences of canceling a grant agreement in connection with a bankruptcy statement are as follows: a. The legal consequence for a PT with the cancellation of a grant agreement in connection with a bankruptcy statement is that the PT as the grantor is not entitled to receive back the assets that have been donated to other parties. b. The other party as the recipient of the grant must return the assets to the curator if the assets that are the object of the grant agreement have not been handed over to another party, then the other party as the recipient of the grant cannot demand the surrender of the assets. With the cancellation by the curator of the grant agreement made between the PT as the grantor and another party as the recipient of the grant, the

		cancellation will result in legal consequences for the concurrent creditors, which will increase the amount of debt payments by the PT as a bankrupt debtor through the curator.
2.	Gede Adi Nugraha, I Ketut Keneng, Akibat Kepailitan Terhadap Adanya Perjanjian Hibah, Fakultas Hukum, Universitas Udayana, 2016.[5]	**Problem Formulation** 1. What is the analysis of the legal consequences of bankruptcy for a grant agreement made by a debtor (bankrupt)? **Conclusion** Based on the discussion, it can be concluded that The legal consequence of bankruptcy for the existence of a grant agreement made by a debtor (bankrupt) is that the court can request an annulment as stipulated in Article 34 of the Law on Bankruptcy and Suspension of Debt Payment Obligations and the grant agreement is declared null and void by law, which means that originally

[5]Nugraha, Gede adi; Keneng, I ketut. "Akibat kepailitan terhadap adanya perjanjian hibah". Terdapat dalam https://ojs.unud.ac.id/index.php/kerthasemaya/article/view/13397. Di akses tanggal 23 mei 2023

		it is considered that there has never been an agreement and engagement between the grantor and recipient of the grant, if the curator can prove that at the time the grant is made, the debtor knows that this action would result in losses for the creditor. Therefore, creditors do not find it difficult to accept debtors (bankrupts) to carry out their obligations.
3.	Anggi Hamongan Siahaan, Besty Habeahan, Jinner Sidauruk, Analisis Yuridis Upaya Hukum Actio Pauliana Terhadap Debitor yang Menghibahkan Harta Kekayaannya sebelum pailit berdasarkan UU 37 Tahun 2004 tentang kepailitan dan penundaan kewajiban pembayaran utang, Fakultas Hukum, Universitas HKBP Nommensen, Nommensen	**Problem Formulation** 1. How is the submission of Actio Pauliana legal action against debtors who donate assets prior to bankruptcy based on Law No. 37 of 2004 on bankruptcy and postponement of debt payment obligations? 2. What is the legal impact of Actio Pauliana on the legal actions of debtors who have donated their assets prior to bankruptcy based on Law No. 37 of 2004 on Bankruptcy and Postponement of Debt Payment

[6]Andi Ermawan dan Ahyuni Yunus, ‘’Perlindungan Hukum Hak-Hak Tenaga Kerja Yang Perusahaanya Diputus Pailit’’ Surabaya (2019)., *Indonesia Journal of Criminal Law*, Vol. 1, No.2, hlm. 7.

	Journal of Private Law, Vol. 1, No.1, Mei 2022.[6]	Obligations? **Conclusion** Based on the results and analysis, the following conclusions are presented as the answers to the problems in the research. The submission of Actio Pauliana legal remedy against debtors who donate their assets before bankruptcy based on Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations can only be filed at the Commercial Court by the curator after the decision on the declaration of bankruptcy has been pronounced with the following conditions: a. The debtor must have made rechtshandeling or a legal action within a period of 1 (one) year before the verdict of bankruptcy is pronounced (Article 42 of the Law on Bankruptcy and Suspension of Debt Payment Obligations). b. The debtor or the party with

		whom the legal action is carried out knows or should have known that when the legal action is carried out it will be detrimental to the creditor (Article 41 paragraph (1) of the Law on Bankruptcy and Suspension of Debt Payment Obligations). c. Legal action is not mandatory and far exceeds the obligations of the party with whom the agreement is made or overplicht (Article 42point a of the Law on Bankruptcy and Suspension of Debt Payment Obligations). d. There is evidence that the debtor or the party with whom the act is committed is considered to have known or should have known that the act would result in a loss for the creditor (Article 41 paragraph (2)). The legal impact of Actio Pauliana on the legal actions of the debtor who has donated his

		assets prior to bankruptcy, including all legal actions (grants) of debtors who have been declared bankrupt, is detrimental to the interests of creditors, which is carried out within a period of 1 (one) year before the bankruptcy declaration decision is pronounced null and void and the party with whom the debtor performs the said legal action is obligatory to return the goods he has obtained from the debtor's assets; when the price/or value of the goods is reduced, the said party is obliged to return the goods plus compensation; or if the goods are not available, he is obliged to compensate for the loss in value of the goods (Article 49 of the Law on Bankruptcy and Suspension of Debt Payment Obligations).

2. Previous Research Studies

In relation to the originality of the research in this thesis, a study has been carried out on previous research with the object of the first problem, that is the results of Parwita Sari's research, the legal consequences of grant cancellation in relation to the declaration of bankruptcy against limited liability companies, Faculty of Law, Universitas Airlangga, 2005. The similarity with this research is the discussion on how the legal consequences of bankruptcy statements in general are in accordance with the provisions of the applicable laws and regulations. The difference with this study is that the study only discusses the scope of the consequences of bankruptcy law in influencing grant agreements in general. Meanwhile, this current study discusses more specifically the existing regulations and norms in the consequences of bankruptcy law on grant agreements and analyzes Actio Pauliana as a legal remedy.

The second research is a study from Gede Adi Nugraha, I Ketut Keneng, "The Consequences of Bankruptcy on Grant Agreements", Faculty of Law, Udayana University, 2016. The similarity with this study is the discussion on the legal consequences of bankruptcy on the existence of a grant agreement made by a debtor (bankrupt) in which the court can request cancellation as stipulated in Article 34 of the Law on Bankruptcy and Suspension of Debt Payment Obligations. Meanwhile, the difference in this study is that this study attempts to expand the analysis with the doctrines of bankruptcy law

and collide it with several case studies in the consequences of bankruptcy law on grant agreements.

Furthermore, the third research is the study from Anggi Hamongan Siahaan, Besty Habeahan, Jinner Sidauruk, entitled "Juridical Analysis of Actio Pauliana Legal Remedy against Debtors Who Grant Their Assets before Bankruptcy Based on Law 37 of 2004 on Bankruptcy and Postponement of Debt Payment Obligations", Faculty of Law, HKBP Nommensen University, 2022. The similarity with this study is the discussion on Actio Pauliana legal remedy while the difference is in discussing and analyzing the consequences of bankruptcy law on grant agreements, specifically with legal doctrines and linking it with Actio Pauliana legal remedy.

F. Literature review

1. Overview about Bankruptcy

This literature review will discuss the overview of bankruptcy and grants.

Definition of Bankruptcy

Bankruptcy as an action is a general confiscation of all ownership of a bankrupt debtor whose management[7], settlement of the decision can only be carried out by the curator under the auspices of the Supervisory Judge. The assets of the bankrupt party will then be distributed according to the portion of the creditor's demands.

[7]Sinaga & Sulisrudatin . "Hukum Kepailitan dan Permasalahannya di Indonesia". (2016) *Jurnal Ilmiah Hukum Dirgantara. Volume 7.* No. 1: 158-173, hlm. 8.

Laws that discuss bankruptcy have been regulated in Article 1131 in the Civil Code.

Meanwhile, Article 2 paragraph (1) of Law No. 37 of 2004 defines bankruptcy as "a debtor who has two or more creditors and does not pay off at least one debt that is due and collectible, is declared bankrupt by a court decision either at his own request or at the request of one or more of his creditors."

In Addition, bankruptcy can occur to individuals. Similar to a company, an individual debtor is declared bankrupt if he is unable to pay the debt beyond the stipulated time[8]. Individual bankruptcy can result in confiscation of assets or property.

2. Overview about Grant

Definition of Grant

A grant, according to Article 1666 of the Civil Code, is an agreement in which the grantor during his lifetime freely and irrevocably surrenders something for the needs of the beneficiary who receives the handover.[9]

Meanwhile, the Great Dictionary of the Indonesian Language defines a grant as "voluntary giving by transferring rights to something to another person." The donated objects themselves can be in the form of goods, money, or services.

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[8]Prof. Ikhwansyah from Padjadjaran University, as quoted by Kompas.com (2021) https://www.kompas.com/edu/read/2022/08/01/090123871/kapan-debitur-dinyatakan-pailit-ini-penjelasan-guru-besar-unpad. Di akses tanggal 23 Mei 2023

[9] OCBC NISP *Hibah Adalah: Pengertian, Dasar Hukum, Macam & Contohnya*, https://www.ocbcnisp.com/id/article/2022/04/18/hibah-adalah#:~:text=Semua%20tentang%20hibah%20sudah%20diatur,satu%20pihak%20ke%20pihak%20lainnya. (2022, 17 April). Diakses tanggal 28 Mei 2023

The concept of grant is also relevant in the application of customary law and Islamic law.[10] According to customary law, a grant is a person's wealth which is distributed to his children while he is still alive. The division of property itself can occur when the child is still single or in the early days of their marriage. Grants occur according to customary law for the children to avoid commotion or conflicts over the division of assets when their parents have died.

Then, according to the Islamic law, the name grant is regulated in Article 71 point (g) of the Compilation of Islamic Law, which says that a grant is the voluntary giving of an item without compensation from an individual to another person who is still alive to be able to own it. Furthermore, the requirements for grant are explained in Article 210 paragraph (1) of the Compilation of Islamic Law which says people who can donate are at least 21 years old and mentally healthy without any pressure or coercion from any parties. They can donate up to ⅓ of their property to another person or institution in the presence of two witnesses.

3. Theory of Legal Effect

A legal effect is the effect produced by law on a legal event or action of a legal subject. Based on the Great Dictionary of Indonesian Language, effect means something that becomes the result or outcome of an event, requirement, or condition that precedes it.

[10]Bafadhal, Faizah. "Analisis Tentang Hibah dan Korelasinya dengan Kewarisan dan Pembatalan Hibah Menurut Peraturan Perundang-undangan di Indonesia". (2013), *Jurnal Ilmu Hukum Jambi. Volume 5.* No. 1: 16-32, hlm. 5.

According to Jazim Hamidi, the word legal impact/legal effect implies the impact or effect of law directly, strongly, or explicitly.[11] In the legal science literature, three types of legal effects are known, including:

a. Legal effect in the form of the birth, change, or disappearance of a certain legal situation.
b. Legal effect in the form of the birth, change, or cessation of a certain legal relationship.
c. Legal consequence in the form of sanctions, which are not desired by the subject of law (tort).

The legal consequences used in this research are the legal consequences in the form of the end, change, or disappearance of a certain legal situation and legal consequences in the form of the end, change, or disappearance of a certain legal relationship.

Discussion on legal consequences starts with the existence of legal relationships, legal events, and legal objects. According to Soedjono Dirdjosisworo, in his book Introduction to Legal Science, legal consequences arise due to legal relations in which there are rights and obligations.[12] A legal event or occurrence can cause legal consequences between parties that have a legal relationship, and this legal event can be found in various aspects of law, be it public law or private law.[13]

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[11] Jazim Hamidi, *Revolusi Hukum Indonesia: Makna, Kedudukan, dan ImplikasiHukum Naskah Proklamasi 17 Agustus 1945dalam Sistem Ketatanegaraan RI*, Konstitusi Press & Citra Media, Yogyakarta, 2006, hlm. 200.

[12] Soedjono Dirdjosisworo, *Pengantar Ilmu Hukum*, PT. Raja Grafindo Tinggi, jakarta, 2010, hlm.131

[13] *Ibid,* hlm 130

Sathipto Rahardjo argues that legal events are used to drive the law, which provides qualifications for certain relationships, thus being called a legal relationship.[14] For example, there are legal regulations and what drives them is called legal events and the formulation of behavior in legal regulations must actually occur to cause legal consequences.[15] In order for a legal effect to arise, Satjipto rahardjo formulates 2 stages, including the existence of certain conditions in the form of an event in reality that fulfills the formulation in legal regulations referred to as the legal basis, and it is advisable to distinguish between legal basis and regulatory basis by pointing to the legal regulations used as a frame of reference.[16]

The legal consequences that will be explained in this study are legal consequences in the aspect of civil law (business) and state administrative law because the object of the research here is included in the scope of civil law (business) and state administration. Civil law itself, according to Vollmar and Sudikno Mertokusumo, is a norm or rule that provides restrictions on the protection of individual interests that regulate the rights and obligations of individuals against one another in family relationships, and their implementation is left to each party.[17] Civil rights include personality rights, family rights, property rights, material rights, and rights to intangible goods.[18] Meanwhile, obligations in civil relations

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[14] Satjipto Rahardjo, *Ilmu Hukum*, PT. Citra Aditya Bakti, Bandung, 2006, hlm.40
[15] *Ibid,* hlm 35-36
[16] *Ibid,* hlm 37
[17] Salim HS, *Pengantar Hukum PerdataTertulis (BW*), Sinar Grafika, Jakarta, 2011, hlm. 5-6
[18] *Ibid,* hlm 34

include absolute and relative obligations, namely those that do not have a pair of rights, such as obligations that are directed at oneself, which are requested by society in general and are only directed at the authority that oversees it and involves rights on the other side.[19] In addition to absolute obligations there are also public and civil obligations, positive and negative obligations, universal, general, special obligations, and primary obligations that are sanctioning. Therefore, legal consequences in the aspect of civil law arise because of the rights and obligations; if the law, rights, and obligations are disturbed then legal consequences arise because the essence of law is to protect the community both in public and private law.

In addition to legal consequences in the aspect of civil law, in this context it can also be seen in the aspect of state administrative law. State administrative law, according to Jun Anggriani, is a rule containing regulations that serve as guidelines or references for the state apparatus in carrying out his duties as a government organizer to avoid the power of the state apparatus from becoming authoritarian.[20] In legal science, state administration becomes an implementing apparatus and the activity of implementing laws are used as a source of state law.[21] Legal relations in state administrative law are more about the activities of government administration in a country which are due to activities and are limited by laws and regulations which, if violated, are also subject to sanctions. In carrying out legal acts, state administrative bodies or officials also enter

[19] *Ibid,* hlm 35
[20] Jum Anggriani, *Hukum Administrasi Negara*, Graha Ilmu, Yogyakarta, 2012, hlm.13
[21] *Ibid, hlm 24*

into legal relations with other subjects in private law and can also be regulated outside of public law, so they are regulated in civil law.[22] Legal acts in state administration are divided into regulations and decrees or decisions (Beshicking)[23] Apart from legal acts, there are also administrative law sanctions which are public law tools that can be applied by state agencies or officials if someone does not comply with the norms of state administrative law.[24] In state administrative law, actions and citizens are bound to do or fulfill something; if they are negligent and do not carry it out, then state administrative law can impose sanctions without court intermediaries. This is different from the field of civil law because if the party bound by law does not carry out his obligations, it can be sued in court.

G. Operational Defintions

To avoid multi-interpretation in understanding the research discussion, these are the definitions of terms used in this study

1. Legal consequences are an action taken to obtain a result desired by the doer and regulated by law, or it can also be called the result of a legal action.[25]

[22] *Ibid, hlm 107*
[23] *Ibid, hlm 112*
[24] *Ibid, hlm 185*
[25] https://www.hukumonline.com/klinik/a/arti-perbuatan-hukum--bukan-perbuatan-hukum-dan-akibat-hukum-lt5ceb4f8ac3137 Diakses tanggal 28 mei 2023

2. Bankruptcy in legal science means a general confiscation where a debtor who has difficulty paying his debts is characterized by having two or more creditors.
3. Grant means giving voluntarily, namely transferring the right to something to another person.
4. Agreement in legal science means an act in which one or more people bind themselves to one or more other people.[26]

H. Research Methodology

1. Type of Research

Normative legal research is a research method carried out by researching library materials or secondary data.[27] The type of research used in this study was the normative legal research method because the research related to **"THE LEGAL CONSEQUENCES OF BANKRUPTCY ON GRANT AGREEMENTS"** was carried out by searching for materials based on library materials or secondary data as the sources in writing the research report.

2. Method of Approach

In this research, the author used several approaches related to this type of normative research, including.

Normative-Juridical Approach

The legal approach is based on research on legal products.[28] This research used the normative-juridical approach in which the researcher

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[26]*Kitab Undang-Undang Hukum Perdata Indonesia Pasal 1313.*

[27]Soerjono Soekanto & Sri Mamudji, *Penelitian Hukum Normatif: Suatu Tinjauan Singkat,* Raja Grafindo Persada, Jakarta, 2003, hlm. 13.

[28] Bahder Johan Nasution, *Metode Penelitian Ilmu Hukum,* Mandar Maju, Bandung 2008, hlm. 92.

examined all the laws and regulations related to the research topic based on both Law on Bankruptcy and Suspension of Debt Payment Obligations and Grants to find answers to the formulation of the problem.

3. Object of Research

The object of this research was the bankruptcy payment to the grant agreement.

4. Sources of Research Data

Since this research applied the normative legal research, the data source used was secondary data, namely documents or libraries by collecting and examining or tracing documents and libraries that could provide information needed by the researcher. The legal materials used in this research were:

a. Primary Legal Material

it is the binding legal materials consisting of the applicable laws and regulations or applicable provisions, including:

Indonesian Law

1. Indonesian Civil Code *(Burgelijk Wetboek)*
2. Law No. 37 of 2004 of the Law on Bankruptcy and Suspension of Debt Payment Obligations

b. Secondary Legal Materials

The secondary legal materials used to support primary legal materials include journal and literature books that can be used as references to support this research.

c. Tertiary Legal Materials

They are legal materials that support secondary legal materials derived from legal dictionaries and terminology which are related to the object of the research..

5. Method of Data Collecting

The data collection was done through literature study approach sourced from secondary data. Some data was taken from primary, secondary, and tertiary legal materials related to the object of the research.

6. Data Analysis

The data analysis used in this study was qualitative, using a grounded theory approach. According to Creswell in Sugiyono (2012) as quoted by Salma, in grounded theory, researchers can draw generalizations of research objects inductively, abstract theories related to a process, action, or interaction based on the perspective of participants who are used as research material.

I. Structure of writing

This research was structured by dividing into 4 (four) chapters, as follows:

CHAPTER I is an Introduction consisting of Background of the Study, Problem Formulation, Research Objectives. Originalities of the Research, Operational Definitions, Literature Review, Research Methodology and Structure of Writing.

CHAPTER II is a Theoretical Review, which discusses in detail the theories related to the formulation of the problems in this study, including Bankruptcy Law Review, Legal Basis of Bankruptcy, Legal Consequences of Bankruptcy Declaration, Bankruptcy Terms, and Grant Agreement.

CHAPTER III discusses, elaborates, and answers the formulation of the problem, including: What are the legal consequences of a grant agreement if a debtor is declared bankrupt? and how to file Actio Pauliana legal remedy against a debtor who donates his assets before bankruptcy. From the formulation of the problem, a discussion was put forward and used as the answers to the problem, including Legal Consequences of the Grant Agreement If the Debtor is Declared Bankrupt with the sub-chapter Failure in Influencing Grant Agreement and Analysis of the Provisions of Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations on grant agreements. Then, the second amendment is Submission of Actio Pauliana Legal Remedy against Grant Agreements Entered into by Debtors before Being Declared Bankrupt with the sub-chapters *Actio Pauliana* Legal Remedy and Actio Pauliana Filing Mechanism against Debtors Who Entered into Grant Agreements before Bankruptcy Declaration.

CHAPTER IV is Conclusion and Recommendation, which discusses the conclusions that were drawn from the summary of the answers as well as formulations for the recommendations that would be made based on the author's thoughts after analysis.

CHAPTER II

BANKRUPTCY LAW REVIEW, LEGAL BASIS OF BANKRUPTCY, LEGAL CONSEQUENCES OF BANKRUPTCY DECLARATION, BANKRUPTCY TERMS, GRANT AGREEMENT

A. Bankruptcy law review

Grammatically, bankruptcy means everything related to "bankruptcy". If we read all the provisions in the Bankruptcy Law, we will not find a single formulation or provision in the Bankruptcy Law which explains the meaning and definition of insolvency.

Sociological theories have explored the topic of change and poverty law through the so-called cycles of recursion, which supports the change of bankruptcy law by national forces and international strategies in a flexible manner to this theory. Academia, legislators, international organizations, financial institutions, and other important actors can make changes in poverty at the national and international levels, which affect the national legal system and the international standard setting system, leading to the achievement of more uniform bankruptcy laws across the world. Some lessons and applications of the process of such a return to the connection of bankruptcy law have been published about countries in East Asia and Africa, but little attention was given to South American countries, including Brazil.[29]

[29]Da Silva, Joao Guilherme Thiesi, "Changes and Convergence of Bankruptcy Law: Recent Experience in Brazil", (2022). LL.M. Essays & Theses. 8, hlm. 4-5 di akses https://scholarship.law.columbia.edu/llm_essays_theses/8?utm_source=scholarship.law.columbia.edu%2Fllm_essays_theses%2F8&utm_medium=PDF&utm_campaign=PDFCoverPages

In this regard, this paper aims at contributing to the discussion on convergence of bankruptcy laws by reviewing recent experiences of changes in Brazilian bankruptcy law and practice. Since the enactment of Law No. 11,101 in February 2005 (the Brazilian Bankruptcy Act), Brazilian bankruptcy law has shared similar principles, concepts, protections, and mechanisms with the U.S. Bankruptcy Code and soft law created by international organizations, thus bringing Brazilian bankruptcy law closer to such foreign and global standards. These include the promotion of a coordinated negotiation between debtors and creditors, resulting in the deliberation and eventual confirmation of a plan of reorganization, which is negotiated under the stay of enforcement actions against the debtors and the supervision of a bankruptcy court.[30]

Bankruptcy is a pathway to eliminate financial stress as the law can halt collection efforts and reduce or discharge debts in exchange for assets or future income. For businesses, bankruptcy resets the bargaining table with creditors as companies are given time to renegotiate debts, renovate operations, renegotiate contracts, and propose a repayment plan consistent with their ability to pay. This typically involves wiping out the rights of old shareholders and converting old debt into new equity. Through these procedures, debtors receive a "fresh start" and the economy is, presumptively, better off.[31]

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[30] *Ibid*. hlm 6

[31] Edward R. Morrison & Andrea C. Saavedra, Bankruptcy's Role in the COVID-19 Crisis, Law In The Time Of Covid-19, Katharina Pistor, Ed., Columbia Law School (2020), hlm. 128-129

a. Chapter 7 (a liquidation proceeding available to both individuals and businesses);
b. Chapter 11 (a restructuring proceeding used primarily by corporations); and
c. Chapter 13 (a repayment plan available to individuals with regular income).

A bankruptcy petition triggers an "automatic stay," halting collection efforts by all creditors anywhere in the world. For individuals, the automatic stay gives the debtor time to assess his or her situation, negotiate with creditors (especially secured creditors), and either liquidate assets (Chapter 7) or propose a plan of repayment (Chapter 13). For businesses in Chapter 11, the stay affords time to assess the firm value, determine claim amounts, restructure operations or contracts or leases, and propose a plan of reorganization[32]

> Creditors may commence an involuntary bankruptcy if they fear that they are about to lose the race of diligence and want to prevent others from levying on the debtor's property. They may also worry that the debtor's management will plunder the debtor or simply continue to mismanage it. Yet, an inappropriate bankruptcy can seriously disrupt a business, distract managers, divert resources, and destabilize relationships with various stakeholders. The vengeful litigant who commences an involuntary bankruptcy against an otherwise solvent debtor may produce a fait accompli, thus inducing the very failure the plaintiff purports to worry about, destroying an otherwise sound business in the process. Involuntary cases thus are not, and should not be, "easy" to commence.[33]

[32]*Ibid.*

[33]Kathleen G. Noonan, Jonathan C. Lipson & William H. Simon, Courts As Institutional Reformers: Bankruptcy and Public Law Litigation, Temple University Beasley School Of Law Legal Studies Research Paper No. 2018-05; Columbia Public Law Research Paper No. 14-572 (2017). hlm 8.

Insolvency is a confiscation and execution or the entire property of the person debtors (persons who owe) for the benefit of all creditorsits (persons receivable).[34]

The main objectives of bankruptcy are pictured as follows:

> All bankruptcy law, however, no matter when or where devised and enacted, has at least two general objects in view. It aims, first, to secure and equitable division of the insolvent debtor's property among all his creditors, and, in the second place, to prevent on the part of the insolvent debtor conducts detrimental to the interest of his creditors. In other words, bankruptcy law seeks to protect the creditors, first, from one another and, secondly, from their debtor. A third object the protection of the honest debtor from his creditors, by means of the discharge, is sought to be attained in some of the systems of bankruptcy, but this is by no means a fundamental feature of the law."[35]

From the things stated above, it is known that the purpose of bankruptcy is as follows:

a. To guarantee equal distribution of property of the debtor among his creditors.
b. To prevent debtors from doing actions that may harm the interests of creditors.
c. To provide protection to debtors in good faith from their creditors by obtaining debt relief.[36]

The definition of bankruptcy in Indonesia refers to the Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations, in which Article 2 states that:

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[34]Ahmad Yani & Gunawan Widjaja, *Seri Hukum Bisnis Kepailitan*, Rajawali Press, Jakarta, 1999, hlm. 11.

[35]Louis E. Levinthal, "The Early History of Bankruptcy Law", dalam Jordan, et.al., Bankruptcy, (New York: Foundation Press, 1999), hlm. 17

[36]*Ibid*, hlm. 37-38

(1) Debtors who have two or more creditors and do not pay in full at least one debt that is due and collectable, are declared bankrupt by a court decision, either on their own application or on the application of one or more creditors.
(2) Applications may also be filed by a prosecutor's office in the interest of the public.

In the explanation of Article 2 paragraph (1), it is stated that what is meant by creditor in this paragraph is concurrent creditor, separatist creditor, and preferred creditor. Especially regarding separatist creditors and preferred creditors, they can apply for bankruptcy declaration without losing the collateral rights they have against the debtor's property and their right to precedence..

Debtors are defined as people or institutions that owe money to other people or institutions. Bankruptcy is defined as the condition of a company or legal entity that has fallen or become bankrupt. A curator is a manager or supervisor of the property of a bankrupt company or legal entity. Finally, the judge referred to in bankruptcy is a person who hears cases (in court). Bankruptcy, in the Great Dictionary of the Indonesian Language, is explained as a state or condition of a person or legal entity that is no longer able to pay his obligations (regarding his debts) to the creditor. In this dictionary, bankruptcy is often synonymized with the word insolvency.

The Encyclopedia of Trade Finance Economics explains the definition of bankruptcy, which is a situation where a person is declared bankrupt by a court and his assets or inheritance have been earmarked to

pay his debts. Although there are differences in the wording, in principle, it leads to the same thing as those found in the law.

Bankruptcy is a condition where the debtor is unable to commit payments on debts from his creditors. The state of incapacity of paying is usually due to financial distress from the business debtors who have regressed. Meanwhile, bankruptcy is a decision of a court that results in a general confiscation of all assets of the insolvent debtor, whether they have existed or will exist in the future. Insolvency management and settlement are conducted by a curator under the supervision of a supervising judge with the main purpose of using the proceedings from the sale of the property to pay all the debts. The bankruptcy is proportional (prorata parte) and in accordance with the creditor structure.[37]

Bankruptcy terminology in the Anglo-Saxon legal system is known as a situation where a debtor is unable to fulfill his obligations in paying debts, so the debtor's assets are taken by collectors or limited liability companies. Based on the above statement, bankruptcy is defined as a condition of a company or legal entity that is unable to pay debts, so that its assets are confiscated, and the management of which is carried out by a curator under the supervision of a judge (supervision of the authorities) and carried out in accordance with the law. Bankruptcy is simply a general confiscation (beslaang) of the debtor's assets.

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[37]Siti Fatimah Citra Nurislamiati, "Tinjauan Hukum Penerapan Hak Mendahulu Utang Pajak Dalam Perkara Kepailitan PT Industries Badja Garuda Berdasarkan Undang-Undang Nomor 37 Tahun 2004 Tentang Kepailitan Dan Penundaan Kewajiban Pembayaran Utang", *Dharmasisya Jurnal Program Magister Hukum Fakultas Hukum Universitas Indonesia Volume 2 Nomor 3 (September 2022) 1505-1518*, hlm. 1507

Confiscation of property or assets aims to ensure that creditors receive equal payment from the management of the confiscated assets. All the debtor's assets are generally confiscated, and their management and disposal are carried out by the curator. Not all debt and credit disputes can be resolved through bankruptcy. When one of the creditors collects the debtor's overdue debt, it can usually be resolved through a civil lawsuit in the District Court. All the debtor's assets become a source of debt repayment to creditors.

Settlement of receivable debt disputes through bankruptcy institutions must meet the requirements, namely the existence of overdue debts and at least 2 (two) creditors or more. In essence, all assets of the debtor are guarantees for the repayment of debts to creditors. However, this settlement must be in accordance with legal regulations that accommodate the priority of the division of the debtor's assets (procedures for distributing the sum of the debtor's assets.

In the context of legal history based on the provisions of Article 1 paragraph (1) of Faillissement verordening, it is stated that:

"Every debtor who is in a state of having ceased to pay his debts, by a judge's decision, either on self-reporting or at the request of one or more of his debtors, is declared bankrupt".[38]

[38]Sularto, "Perlindungan Hukum Kreditor Separatis dalam Kepailitan", *Mimbar hukum Volume 24, Nomor 2, Tahun 2012*, hlm. 247.

The legal principles of Indonesian Bankruptcy Law are generally regulated in Article 1131 of the Civil Code and specific principles are contained in Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations.

Rahayu Hartini stated that bankruptcy law must be based on several principles as follows:[39]

a. Balance
   There is no misuse of institutions in bankruptcy used by dishonest debtors, and there are provisions that can prevent creditors from committing bad faith. The law regulates several provisions that are the embodiment of the principle of balance. On the one hand, there are provisions that can prevent the misuse of institutions and insolvency institutions by dishonest debtors. On the other hand, it can prevent the misuse of institutions and insolvency institutions by creditors who do not have good faith.
b. Business Continuity Principles
   Debtors who are in bankruptcy proceedings or have been terminated for bankruptcy can still carry out their business activities. There are provisions that allow prospective debtor companies to continue.
c. Principles of Justice
   In this principle, bankruptcy can provide a sense of justice for parties who have interests, so that there is no good arbitrariness committed by one party. It is to protect creditors and debtors in good faith as well as third parties who depend on the debtor's business. The principle of bankruptcy of justice contains the understanding that the provisions regarding bankruptcy can meet the sense of justice for the interested parties. This principle of justice is to prevent the occurrence of arbitrariness on the part of collectors who seek payment of their respective bills against debtors, regardless of other creditors.
d. Integration Principles
   In this case, bankruptcy must be based on formal and material law in force in Indonesia. The principle of integration in this law contains the understanding that the formal legal system and its material law constitute an integral part of the civil law system and the national civil procedural law.
e. Principle of Speed of Decision Making
   The bankruptcy process is more often used by business actors, so it requires a quick decision.
f. Principle of Openness

[39]Rahayu Hartini, *Hukum Kepailitan*, UMM Press, Malang, 2007, hlm. 16.

The insolvent state of a legal entity must be known by the public so that it will not cause negative effects in the future and prevent debtors in bad faith from obtaining funds from the public by deception.

g. Principle of Effectiveness
Court decisions must be executed quickly, whether the decision to reject the bankruptcy application, bankruptcy decision, or peace decision of the Law on Bankruptcy and Suspension of Debt Payment Obligations.

In relation to bankruptcy legislation, regulations have a function to protect the interests of related parties, in this case creditors and debtors. The general elucidation of Law No. 37/2004 mentions several factors for the need for regulation, regarding bankruptcy and postponement of debt payment obligations, these are:

a. to avoid seizing the debtor's property if at the same time there are several creditors who collect their receivables from the debtor;
b. to avoid creditors holding property security rights who claim their rights by selling the debtor's property without regard to the interests of the debtor or other creditors;
c. to avoid fraud committed by one of the creditors or debtors themselves. For example, the debtor seeks to benefit one or more creditors so that other creditors are harmed, or there is fraudulent conduct from the debtor to flee all his property with the intention of abdicating his responsibility to creditors[40]

Not only individuals, bankruptcy can also befall a company. In the case of corporate insolvency, the scope and impact can be extensive (even

[40]H.Man S. Sastrawidjaja, *Hukum Kepailitan Dan Penundaan Kewajiban Pembayaran Utang*, Alumni, Bandung, 2006, hlm. 72.

global). Therefore, the bankruptcy institution has an important role in a company.[41]

The Indonesian Bankruptcy Law, as a sub-system of National Civil Law, is an integral part of the civil law system (material civil law) and civil procedural law (formal civil law). The Indonesian bankruptcy law, as contained in Law Number 37 Year 2004 and other laws and regulations, in addition to containing material law also contains formal law. However, the procedural law is not regulated in detail. Thus, based on the principle of Lex Specialis Derogat Legi Generalis, the Civil Procedure Law is as regulated in :

1. Reglemen Indonesian (het herziene indonesisch reglement) S.Year 1941- 4 abbreviated as RID/HIR.
2. Regulation of Procedural Law for regions outside Java and Madura (Regeling Van Het Rechtswezen In De Gewesten Biuten Java en Madura) S. Year 1927-227 abbreviated as RBg.
3. *Reglement op de Rechtsverordening*, S.Year 1847-52 jo S. Year 1847-52 jo S.Year 1849-63 abbreviated as Rv. The Indonesian Bankruptcy Law does not distinguish the bankruptcy of an individual from the bankruptcy of a legal entity. The Indonesian Bankruptcy Law as eluded in Law Number 37 of 2004 regulates both the bankruptcy of individuals and the bankruptcy of legal entities. If Law Number 37 of 2004 does not adequately regulate

[41]Sudargo Gautama, *Komentar Atas Peraturan Kkepailitan Untuk Indonesia*, Citra Aditya Bakti, Bandung, 1998, hlm. 205.

the bankruptcy of individuals or the bankruptcy of legal entities, then other laws and regulations are used as a legal basis.[42]

If a debtor (who owes debt) is in financial difficulties, the creditors will certainly try to take the path to save their receivables by filing a civil lawsuit against the debtor to the court accompanied by a security deposit on the debtor's property or taking the path where the creditor submits an application to the court so that the debtor is declared bankrupt.[43]

If the creditor takes the first path, namely through a civil lawsuit, then only the interests of the creditor/plaintiff are fulfilled with the debtor's confiscated property and then executed for the fulfillment of receivables from creditors; other creditors who do not make a lawsuit are not protected by their interests. It is different if creditors request that the court declare the debtor bankrupt, then on the condition of bankruptcy, a general confiscation of all the debtor's property falls, and from then on, all confiscations that have been made previously, if any, become void.

It is said that general confiscation is a seizure carried out not only for individuals or some creditors, but for all creditors, or in other words it is to prevent forfeiture from execution requested by individual creditors. In other cases, bankruptcy is only related to the debtor's property, not the debtor's personal, so the debtor can still exercise his rights outside the scope of property, such as his rights as a family, rights as parents, and rights as the head of the family.

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[42]Syamsudin Sinaga, *Hukum Kepailitan Indonesia*, Tatanusa, Jakarta, 2012, hlm. 34.

[43] Khairandy, "Perlindungan Dalam Undang-Undang Kepailitan", *Jurnal Hukum Bisnis, Jakarta, 2002*, hlm. 108.

Bankruptcy in Islamic Legal Perspective

In the perspective of Islamic law, it regulates the issue of debt, which is closely related to bankruptcy. Islamic law regulates debt agreements in the Qur'an Surah Al-Baqarah verses 280 and 283:

"And if (the debtor) is in trouble, then give perseverance until there is spaciousness for him. And giving away (some or all of that debt) is better for you if you know."

Surah Al-Baqarah verse 283:

"And if you are on the way and do not obtain a writer, then there should be a security item held (by the debtor). But if some of you believe in others, then let the believer fulfill his commission (his debt) and let him be devoted to Allah his Lord".[44]

The Word of Allah SWT in Surat Al-Baqarah commands the person who transacts to make it in written form, namely a debt receivable agreement *(credit agreement).* The written agreement can be made as a private deed or authentically made by a notary and witnessed by two witnesses. In the debt agreement, there should be a collateral belonging to the debtor held by the creditors.

In Islam, bankruptcy is called *At-taflis*, taken from the plural word *al-fals fulus*. *Al-fals* is the least type of money *(change)* made of copper. Fulus is usually detected as one's worst treasure and the smallest currency.[45] Poor people usually only have fals or fulus currency. They have

[44]Tim Penerjemah Al-Qur'an UII*, Qur'an karim dan terjemahan artinya*, UII Press, Yogyakarta, 1999.

[45]Abdullah bin Abdurrahman Al Bassam. *Syarah Bulughul Maram*, Pustaka Azzam, Cetakan Pertama, Jakarta, 2006, hlm. 504.

no dinars and dirhams. From this description, the relationship between bankruptcy and insolvency can be seen. Etymologically, at-taflis means bankruptcy, insolvency, or poverty. A bankrupt person is called a bankrupt, that is, a person who is stuck, in which his debts are greater than his assets.

In the context of economy, the term taflis is defined as a person whose debt is greater than his property. In terms of jurists, At-taflis (bankruptcy decree) is defined by scholars as "a judge's decree prohibiting a person from acting legally on his property". The ban is imposed because the debtor is involved in debts covering or even exceeding all his property. For example, if a trader (debtor) borrows capital from another person (creditor) or to the bank, and then it turns out that his trading business loses and even runs out, then at the request of the creditor to the judge, the debtor is declared bankrupt, so he can no longer act legally against the remaining of his property. The prevention of legal action from this bankrupt debtor is to guarantee his debt to creditors.

B. Legal basis of bankruptcy

Previously, insolvency law was governed by the law on insolvency in the Faillissement-verordening Staatsblad 1905:217 juncto Staatsblad 1906:348. The law has created many difficulties in settling debts. This has become more complicated since the occurrence of various financial crises that spread globally and had an unfavorable influence on the national

economy. This unfavorable condition has caused great difficulties for the business world in settling accounts receivable to continue their activities.[46] The cause is the development of the economy and trade and the influence of globalization while the capital owned by entrepreneurs generally comes from loans from various sources.

However, in subsequent developments, the law has been amended by the Government Regulation in Lieu of Law Number 1 of 1998 on Amendments to the Law on Bankruptcy, which was later enacted into Law based on Law Number 4 of 1998. These changes also apparently have not met the development and legal needs in the community. Therefore, in 2004, the government corrected it again with Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations with the considerations stated in the law in the following section in point d.

> As one of the legal means for the settlement of receivables, the Law on Insolvency (Faillissement verordening, Staatsblad 1905:217 juncto Staatsblad 1906:348) is largely incompatible with the development and legal needs of the community and therefore has been amended by the Government Regulation in Lieu of Law Number 1 of 1998 on Amendments to the Law on Bankruptcy, which was later enacted into Law Number 4 of 1998, but these changes have not met the development and legal needs of the community.

In addition, the legal basis in bankruptcy law is as follows.

1. Four articles contained in the Civil Code (BW), namely Articles 1131 to 1134. The following two articles will be discussed first and then the next two articles.
    a. Article 1131 of the Indonesian Civil Code

[46] Man S. Sastrawidjaja. *Hukum Kepailitan Penundaan Kewajiban Pembayaran*, Cetakan pertama, Premada Media, Bandung, 2016, hlm. 74.

"All movable and immovable property of the debtor, whether existing or future, shall be secured for the debtor's individual engagement."

b. Article 1132 of the Indonesian Civil Code

"The goods become common collateral for all creditors against them; the proceedings of the sale of the goods shall be divided according to the ratio of their respective receivables unless among the creditors there are legitimate reasons for precedence."

From these two articles, it can be concluded that in principle every individual has wealth which on the positive side is called material and on the negative side is called engagement. The property owned by the individual will be used to fulfill every engagement that is an obligation in the field of property law. This is explained in Article 2 paragraph (1) of the following Bankruptcy Law.

"A debtor who has two or more creditors and is unable to pay off at least one overdue and collectible debt shall be declared bankrupt by a court decision, either on his own application or on the application of one or more of his creditors".

This article aims that Articles 1131 and 1132 of the Criminal Code apply as a collateral for the repayment of debts, and the bankruptcy declaration must be made by a court decision that is first requested to the Commercial Court.

According to Gunawan Widjaja, the purpose of the bankruptcy application and decision to the court is to fulfill the publicity principle of

being unable to pay the creditor. The principle is intended to inform the public that the debtor is unable to pay and that he gives other interested creditors the opportunity to take actions. Thus, from this article we can conclude that a bankruptcy declaration is granted if the following bankruptcy requirements can be fulfilled:

1) The debtor has two or more creditors to implement Article 1132 of the Indonesian Civil Code which is a guarantee for the fulfillment of debt repayment to creditors, Article 1 paragraph (1) of the Bankruptcy Law requires two or more creditors. This condition is intended to allow the assets of the bankrupt debtor to be submitted as collateral for the repayment of all creditors' receivables, so that all creditors get their fair repayment. Fair means that the property must be divided pari passu and prorated. Pari passu means that the debtor's assets are shared jointly among creditors, while prorated means that the distribution is in accordance with the balance of each creditor's receivables against the debtor's debt as a whole. With the declaration of bankruptcy of a debtor, according to Article 22 jo Article 19 of the Law on Bankruptcy and Suspension of Debt Payment Obligations, bankrupt debtors by law lose the right to control and manage their assets that are put into bankruptcy. All the assets of the debtors are in a state of public confiscation from the date of the bankruptcy

judgment, which will then be handled by a curator/receivership supervised by the Supervising Judge. When related to Article 1381 of the Indonesian Civil Code concerning the abolition of engagements, the legal relationship between debtors and creditors is erased by making "payments" of debts through the bankruptcy institution.

2) The debtor does not pay at least one debt that has fallen due and can be collected, so a bankruptcy lawsuit can be filed if the debtor does not pay off his debt to at least one creditor that has matured, that is, at the time specified in accordance with the engagement. In agreements, it is generally mentioned when an obligation must be performed. However, if there is no mention of a time for the implementation of obligations, it does not mean that a certain time cannot be determined. Article 1238 of the Indonesian Civil Code provides as follows:

   "The debtor is declared negligent by a warrant, or by a deed of that kind, or by virtue of the force of the engagement itself, i.e. if this engagement results in the debtor being held negligent by the lapse of the time specified."

   1. Insolvency means payer strike or payment bottleneck.
   2. If the debtor is in a state of cessation of payment, by the judge's decision he is declared bankrupt.

3. The bankruptcy decision will be pronounced by the judge, if it is summarily proven that there is an event or circumstance that indicates a state of stop paying from the debtor.
4. Summary proof means that for the proof, the usual rules of proof do not apply (Book IV Proof of Expiration of the Civil Code)

c. Article 1133 of the Civil Code

"The right to precedence among creditors stems from privileges, on liens and on mortgages. Mortgages and liens are discussed in Chapters 20 and 21 of this book."

d. Article 1134 of the Civil Code

"A privilege is a right conferred by law on a creditor which causes him to be superior to another solely by virtue of the nature of the receivable. Liens and mortgages are higher than privileges, except in cases where the law expressly specifies their merits."

2. The legal basis for bankruptcy can be found in the formulation of the provisions of Article 21 of the Bankruptcy Law which reads:

"Insolvency includes the entire wealth of the Debtor at the time the judgment of the declaration of bankruptcy is pronounced as well as everything acquired during the insolvency."

The provisions of Article 21 of the Bankruptcy Law are almost in line with the provisions of Article 1131 of the Civil Code with a note that the provisions of Article 1131 of the Civil Code are broader because

they cover existing and future assets. Meanwhile, in Article 21 of the Bankruptcy Law, it is only wealth at the time of the bankruptcy declaration decision. The provisions of Article 21 of the Bankruptcy Law can be compared with Article 19 FV which reads:

"Insolvency includes all the debtor's wealth at the time of the bankruptcy declaration, along with everything acquired during the bankruptcy".

Basically, the provisions of Article 21 of the Bankruptcy Law are no different from the provisions of Article 19 FV. Based on Law Number 4 of 1998, Article 19 FV was not abolished which means that during Law Number 4 of 1998, Article 19 FV remained in effect.

1. Law number 40 of 2007 on limited liability companies consisting of 15 chapters and divided into 161 articles.
2. Law number 4 of 1996 on Rights of Dependents.
3. Law number 42 of 1999 on Fiduciary Guarantee
4. Law number 8 of 1995 on Capital Market
5. Law number 16 of 2001 concerning Foundations
6. Law number 25 of 1992 on Cooperatives

C. Bankruptcy application requirements

In Article 2 paragraph (1) of Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations, it can be explained as follows:

The requirement that debtors must have at least two creditors is closely related to the philosophy of the birth of bankruptcy law. As explained earlier, bankruptcy law is a realization of Article 11132 of the Civil Code. With the existence of bankruptcy law institutions, it is expected that the repayment of debts to creditors can be carried out in a balanced and fair manner. Every creditor (concurrent) has the same right to get repayment from the debtor's assets. If the debtor has only one creditor, then all the debtor's assets automatically become collateral for the repayment of the debtor's debt and there is no need for *pro rata* and *pari passu* distribution. Thus, the debtor cannot be sued for bankruptcy if the debtor only has one creditor. Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations includes the definition of the debtor in Article 1 point 3, namely:

"A debtor is a person who has a debt due to an agreement or law whose repayment can be collected before the court".

The explanatory part of Article 2 paragraph (1) of Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations provides a definition of creditors who can apply for bankruptcy:

"What is meant by "creditor" in this paragraph is either concurrent creditors, separatist creditors, or preferred creditors. Especially regarding separatist creditors and preferred creditors, they can apply for bankruptcy declaration without losing the collateral rights

to the property they have against the debtor's property and their right to precedence".

There are 3 (three) types of creditors known in the Civil Code, which are as follows:

a. Concurrent Creditors

   These concurrent creditors are regulated in Article 1132 of the Civil Code. Concurrent creditors are creditors with pari passu and pro rata rights, meaning that creditors jointly obtain repayment (without any precedence) calculated based on the amount of their respective receivables, compared to their receivables, against the debtor's entire assets. Thus, concurrent creditors have equal standing over the repayment of debts from the debtor's property without any precedence.

b. Preferred (privileged) Creditors

   That is, creditors, who by law solely the nature of the receivable, get repayment first. Preferred creditors are creditors who have privileges, which is a right that by law is given to a debtor so that the level is higher than that of other receivables, solely based on the nature of the receivable (Article 1134 of the Civil Code).

c. Sparatis Creditors

   Separatist creditors are the creditors holding property security rights in rem, which in the Civil Code are referred to by the names of liens and mortgages. Currently, the

Indonesian collateral law system recognizes 4 (four) types of collaterals, including:

1) Mortgage

   Mortgages are regulated in Article 1162 to Article 1232 Chapter XXI of the Civil Code, which currently only applies to ships with a minimum size of 20m and have been registered with the harbormaster and aircraft.

2) Pawn

   Pawns are regulated in Articles 1150 to Article 1160 Chapter XX of the Civil Code which applies to movable objects. In the lien collateral system, a lien (debtor) is obliged to relinquish control of the object to be pledged to the lien recipient (creditor).

3) Rights of Dependents

   The right of dependency is regulated in Law Number 4 of 1996 on the Right of Liability on Objects Related to Land, which is a guarantee of the rights to certain objects and objects that rise on the land.

4) Fiduciary

   Fiduciary rights are regulated in Law Number 42 of 1999 on Fiduciary Guarantees, of which the collateral objects are objects that cannot be guaranteed by liens, mortgages, and dependent rights.[47]

The explanation of Article 2 paragraph (1) of Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations shows that Law Number 37 of 2004 gives separatist creditors and preferred creditors the right to be able to appear as concurrent creditors without having to give up the rights to precedence over objects that are collateral for their receivables, provided that separatist creditors and preferred creditors can prove that the objects that become the collateral is not sufficient to pay off the debts from the sale of the object that is collateral or receivable, and it must be proven. The burden of proof of the possibility of non-repayment of the debtor's debt from the sale of the thing falls on the shoulders of the separatist creditors or preferred creditors.[48]

The definition of debtors and creditors is also divided into 2 parts, namely in a broad and narrow sense. A debtor in the narrow sense is a debtor who has debts arising solely from debt agreements, while in a broad sense, debtors are parties who have the obligation to pay a sum of money arising for any cause, either because of debt agreements and other agreements or arising from law. The definition of creditor in the narrow sense is a party who has a bill or collection right in the form of payment of a sum of money whose right arises solely from the debt-receivable agreement.[49]

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[47] *Ibid.* hlm 4-8.
[48] *Ibid.* hlm 10.

D. Legal consequences of bankruptcy declaration

The bankruptcy decision has consequences for the bankrupt or the debtor himself or his assets, since the bankruptcy decision is read by the commercial court, the debtor loses the right to management and control over the assets. He becomes the owner of the assets, but he can no longer manage and control them.

The legal consequences of bankruptcy, while not in any way depriving of the ability to act, approach the legal consequences of a person placed under custody. If a company is declared bankrupt, then the company is not used to carrying out management and ownership actions that bring legal consequences that harm the company's assets. The bankruptcy declaration results in the debtor's assets since the judgment is issued to be included in the bankruptcy estate.[50]

The management and control are transferred to the supervisory judge and curator appointed from the commercial court, while in the event that creditors and debtors do not submit a proposal for the appointment of another curator to the court, Balai Harta Peninggalan (BHP)/probate court acts as the curator.[51]

The management and control of these assets are moved to Balai Harta Peninggalan (BHP) where all the assets that already exist or are acquired during the course of bankruptcy except those by law are expressly excluded from bankruptcy.

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[49]Adrian Sutedi, *Hukum Kepailitan*, Ghalia Indonesia, Bogor, 2009, hlm. 32.

[50]Alusianto Hamonangan Dkk, "Peranan Kurator Terhadap Kepailitan Perseroan" Terbatas, *PKM Maju UDA* 2.1 (2021): 20-34, hlm. 28.

[51]Mohammad Chaidir Ali, *Kepailitan dan Penundaan Pembayaran*, Mandar Maju,. Bandung, 1995, hlm. 102.

1. Due to bankruptcy in general.

   Due to Bankruptcy on the Assets of the Insolvent Debtor. Insolvency means that all the debtor's assets as well as everything acquired during bankruptcy are in general confiscation from the moment the bankruptcy declaration judgment is pronounced, except:

   a. Objects, including animals strictly needed by the debtor in connection with his work, his equipment, medical equipment used for health, bedding and equipment used by the debtor and his family, and foodstuffs for 30 days for the debtor and his family, contained in the place;
   b. Everything that the debtor earns from his own employment as payroll of a position or service, as wages, pensions, golden handshake, or allowances, to the extent prescribed by the supervising judge; or
   c. Money given to debtors to fulfill a statutory obligation to provide.

As a result of bankruptcy which at the time of being declared bankrupt is bound by a legal marriage and the existence of a union of property, bankruptcy can also have legal consequences on the spouse (husband/wife). If a husband or wife is declared bankrupt, the wife or husband has the right to take back all movable and immovable property, that is the property of the wife or husband and the property acquired respectively as a gift or inheritance. If the property of the wife or husband

has been sold by the husband or wife and the price has not been paid or the money from the sale has not been mixed in the bankruptcy property, then the wife or husband has the right to take the money back from the sale. Article 23 of the Bankruptcy Law stipulates that if a person is declared bankrupt, then the bankrupt person includes the wife or husband who gets married based on property union. The provisions of this article have severe consequences on the property of married couples who marry in a property union. This means that all the property of the wife or husband included in the marriage property union is also subject to bankruptcy and automatically entered into bankruptcy assets.[52]

In Article 41 paragraph (1) of Law Number 37 of 2004, it is expressly stated that for bankruptcy assets, all the legal actions of debtors who have been declared bankrupt, which harm the interests of creditors, carried out before the bankruptcy declaration decision is pronounced, can be asked for cancellation to the court. Then in Article 42 of Law Number 37 of 2004, bankruptcy is given clear limitations regarding the debtor's legal actions, including:

a. That the legal action was carried out within a period of 1 year before the bankruptcy statement decision.
b. That the legal act is not obligatory to be done by the debtor, unless it can be proven otherwise.

[52]Sunarmi, *Hukum Kepailitan*, USU Press, Medan, 2009, hlm. 106.

c. That the debtor and the party with whom the act is committed are deemed to know or should have known that the act would result in losses to creditors.

d. That the legal act may be:

    1) be an agreement where the debtor's obligations far exceed those of the party with whom the agreement is made.

    2) constitute payment for, or provision of security for, debt that is not yet due and/or has not been or cannot be collected

    3) be a legal act committed by an individual debtor, with or for the interest of the husband or wife, adopted children, or his family up to the third degree. A legal entity in which the debtor is referred to as the husband or wife, adopted children, or his family up to the third degree is a member of the board of directors or management, or if such party, either individually or jointly, participates directly or indirectly in the ownership of the legal entity more than 50% of the paid-up capital or in the control of the legal entity.

    4) be a legal act committed by a debtor who is a legal entity, with or for the interest of the members of the Board of Directors or Management of the debtor, husband or wife, adopted children, or family up to

the third degree of members of the Board of Directors or management. Individuals, either alone or jointly with a husband or wife, adopted children, or family up to the third degree, participate directly in the ownership of the debtor more than 50% of the paid-up capital or in the control of a legal entity. Individuals whose husband or wife, adopted children, or family up to the third degree, participate directly or indirectly in the ownership in debtors of more than 50% of the paid-up capital or in the control of legal entities.

5) be a legal action carried out by a debtor who is a legal entity with or for the benefit of other legal entities, if the individual member of the board of directors or management in both business entities is the same person, husband or wife, adopted children, or family up to the third degree of individual members of the board of directors or management, or if the debtor is also a member of the board of directors or management of other legal entities, or vice versa. Individual members of directors or management, or members of supervisory bodies of debtors, or husband or wife, adopted children, or families up to the third degree, either alone or jointly

participate directly or indirectly in the ownership of other legal entities more than 50% (fifty percent) of the paid-up capital or in the control of such legal entity, or vice versa. Debtor is a member of the board of directors or management of other Legal Entities or vice versa. The same legal entity, or the same individual whether together or not with the husband or wife, and/or the adopted children and their families up to the third degree participate directly or indirectly in both legal entities at least 50% (fifty percent) of the paid-up capital.

6) be carried out by debtors who are legal entities with or against other legal entities in a group of which the debtor is a member.
7) indicate that the provisions in numbers 3 (three), 4 (four), 5 (five), and 6 (six) apply mutatis mutandis in the event that it is done by the debtor with or for the interest of the board members of a legal entity, husband or wife, adopted children or family up to the third degree of board members and associations either alone or jointly with husband or wife. Adopted children, or relatives up to the third degree participate directly in the control of the legal entity.

E. Grant agreement

1. Definition of Grant Agreement

Based on the provisions of Article 1666 of the Civil Code, it is written that "Grant is an agreement by which a grantor delivers an item free of charge, without being able to withdraw it, for the benefit of a person who accepts the delivery of the item". Meanwhile, gifts are recognized only among living people.

A gift or grant in this case is included in the legal sense as it has his own legal provisions. In general, the process of giving occurs separately, that is, it does not occur at the same time but there is a certain grace period according to the atmosphere at that time, so the nature of the gift is general, because both the giver and the recipient do not need to fulfill certain obligations unless there is the willingness of the parties and do not look at their individual status.

Based on the explanation above, the various elements of grant can be described as follows:

a. A grant is a unilateral agreement made free of charge, meaning that there is no counter-achievement on the part of the grantee;
b. In grants it is always required that the grantor has the intention to benefit the grantee;
c. The object of the grant agreement is all kinds of property belonging to the grantor, both tangible and intangible objects, movable and immovable objects, including all kinds of grantor's receivables;

d. Grants are irrevocable;

e. The grant must be made while the grantor is alive;

f. The grant must be made by notarial deed.

Although the grant as a unilateral agreement according to its formulation in Article 1666 of the Civil Code cannot be withdrawn, with the consent of the grantee, in Article 1688 of the Civil Code it is possible that the grant can be withdrawn or even written off by the grantor.

a. because the official conditions for the grant are not met;

b. if the person being given the grant has been guilty of committing or assisting in the commission of another crime against the grantor;

c. if the grantee refuses to provide income or allowances to the grantor, after the grantor has fallen into poverty.

In the event that the withdrawal or deletion of this grant occurs, all kinds of goods that have been granted must be immediately returned to the grantor in a clean state of the burdens attached to the goods. Grants in the Civil Code are sourced from Article 1666 which states that a grant is an agreement by which the grantor, in his lifetime, freely and irrevocably delivers something for the purpose of the grantee who accepts the surrender. The law does not recognize any other grants other than grants between living persons, and Article 1667 of the Civil Code states that grants are only about objects that already exist, if the grant includes objects that will only exist later then the grant is void.

This donation is classified as a so-called "free" agreement (in Dutch: "om niet") in which the word free is aimed at only the achievements of one party, while the other party does not need to provide counter-achievements in return. Such agreements are also called "unilateral" agreements as opposed to "reciprocal" (bilateral) agreements. Many covenants are certainly reciprocal since what is common is that people undertake an achievement because he will accept a counter-achievement.

Grants can only be about existing goods. If it includes items that will only exist in the future, then the grant is void. Under this provision, if an existing item is granted together with another new item that will exist in the future, the grant concerning the first item is valid, but the second item is invalid.

The legal force of the deed of grant lies in the function of the authentic deed itself, namely as valid evidence according to the Law (Article 1682, Article 1867, and Article 1868 of the Civil Code), so this is a direct result which is a necessity of statutory provisions that there must be authentic deeds as a means of proof. Matters that cancel the deed of grant have been explained in Article 1688 of the Civil Code, in which a grant cannot be withdrawn or terminated accordingly but due to the following cases:

a. it does not fulfill the conditions by which the grant has been made;

b. the grantee has been guilty of committing or assisting in the commission of an offence aimed at taking the grantor's life or any other crime against the grantor:
c. the grantee refuses to provide subsistence allowance to the grantor after the grantor has fallen into poverty.

In Kansil's opinion, a grant is an agreement whereby the first party will hand over an object because of his kindness to another party who receives his kindness.[53] According to R. Subekti, a grant or interpreted as a gift (Schenking) is an agreement (obligator), where one party undertakes freely (om niet) by absolutely (onnerroepelijk) giving an object to the other party, namely the party who receives the gift. As a covenant, the gift is instantly binding and cannot be withdrawn according to the will of one party.[54]

The notion of grant is inseparable from the influence of a law because the conception of the grant itself is a manifestation of various nature. Grant which means giving is an agreement to give goods based on a sense of responsibility between others and carried out with full sincerity without any strings attached.

A grant is an agreement whereby the grantor during his lifetime freely and irrevocably gives an object to the grantee who receives the gift. In relation to this grant, there are several things that need to be considered.

[53] C. S. T. Kansil., *Pengantar Ilmu Hukum Dan Tata Hukum Indonesia,* Balai Pustaka, Jakarta, 2002, hlm. 252.
[54] *Ibid,* hlm. 95.

a. A grant is a unilateral agreement made by the grantor during his life to give something free of charge to the grantee;
b. Grants must be made between living persons;
c. A grant must be made by notarial deed, if not by notarial deed, then the grant is void;
d. Grants between husband and wife during marriage are prohibited, unless they are movable objects of little price.

In a legal system, it is explained that any person can be a subject of law, but according to the provisions of the law there are imperfect subjects of law, meaning that the subjects of law only have a will but are unable to express their will in legal acts. They include (1) minors, (2) adults but incapable of doing (mentally ill), and (3) Women in marriage.

The object of the grant is the objects or goods that are promised to be given or delivered free of charge in the grant agreement. According to the Civil Code, goods are divided into two: Immovable Goods.

Based on the provisions of Article 506 of the Civil Code, it is stated that immovable property is:

1) The land of the yard and what is erected on it;
2) Milling, except as discussed in Article 510 of the Civil Code;
3) Trees and field crops with roots stuck in the ground, unpicked tree fruits, as well as mining goods such as coal,

coal waste and so on as long as they have not been separated and dug out of the ground;

4) Timber cut from forests and timber from tall trunked trees as long as the timber has not been logged;
5) Pipes and sewers intended to channel water from the house or yard and in general everything that is stuck in the yard or fixed in the building of the house.

Movable goods

Movable goods can be divided into two, namely:

1) Tangible movable goods, that is, any object that can move on its own or be moved from one place to another, without changing the form, shape and use for the object as a whole.
2) Intangible movable goods, i.e. any rights or collections over immovable property.

In carrying out the grant we must base it on the applicable law and carry it out in accordance with the existing legal provisions. The regulations on grants are (1) Civil Code Third Book Chapter X on Grants, (2) Law Number 5 of 1960 on Basic Regulations of Agrarian Principles Article 26, and (3) Government Regulation Number 24 of 1997 on Land Registration Article 37 paragraph (1).

Chapter X of the Civil Law on Grants contains the general understanding and provisions of grants, the ability to give and

receive grants, how to give something, and the revocation and cancellation of grants. The implementation of the grant itself is supported by Law Number 5 of 1960 on Basic Regulations of Agrarian Principles Article 26 paragraphs (1) and (2) which reads: "(1) The sale and purchase, exchange, grant, grant of will, customary grant and other acts intended to transfer property and supervision shall be regulated by Government Regulation.

(2) Any sale, exchange, grant, gift by will and other acts intended to directly or indirectly transfer property to a foreigner, to a national who in addition to his Indonesian nationality has a foreign nationality or to a legal entity, except as stipulated by the Government referred to in article 21 paragraph (2), shall be void."

CHAPTER III

RESULTS AND DISCUSSION

A. Legal Consequences of the Grant Agreement If the Debtor is Declared Bankrupt

1. Failure in Influencing Grant Agreement

The implications of bankruptcy law on grant agreements will depend on the rules of insolvency law applicable in a particular country. Generally, insolvency refers to a situation where an entity is unable to meet financial obligations due to his creditors. In the provisions of Article 1666 of the Civil Code, it is written that "Grant is an agreement by which a grantor delivers an item free of charge, without being able to withdraw it, for the benefit of a person who accepts the delivery of the item". From this article, a grant is a unilateral agreement, whose achievement is in the form of handing over something, and the grantor and the grantee are living people.

Grants can only be about existing goods. If it includes items that will only exist in the future, then the grant is void. Based on this provision, if an existing item is granted, together with another item that will only exist in the future, the grant concerning the first item is valid, but the second item is invalid. Land grants before the birth of Government Regulation (Government Regulation Number 24 of 1997), for those who are subject to the Civil Code must be made in written form from a notary. Land grants that are not made by a notary have no legal force, those who

are subject to customary law can make them in private deed, but the process at the Land Office must be made by the Land Deed Making Officer.[55]

According to R. Subekti, grants are described as follows:

> Grant or interpreted as giving (Schenking) is an agreement (obligator), where one party undertakes freely (om niet) by absolutely (onnerroepelijk) giving an object to the other party, namely the party who receives the gift. As a covenant, the gift is instantly binding and cannot be withdrawn according to the will of one party.[56]

The bankruptcy decision has consequences on the debtor himself and his assets, since the bankruptcy decision is read by the commercial court, the debtor loses the right to management and control over his property. He becomes the owner of his property, but he can no longer manage and control it. The management and control are passed to the supervising judge and curator appointed from the commercial court.

Broadly speaking, bankruptcy law is a realization of Article 11132 of the Civil Code. With the existence of bankruptcy law institutions, it is hoped that the repayment of debts to creditors can be carried out in a balanced and fair manner. Every creditor (concurrent) has the same right to get repayment from the debtor's assets. If the debtor has only one creditor, then all the debtor's assets automatically become collateral for the repayment of the debt and there is no need for pro rata and pari passu distribution. Thus, a debtor cannot be sued for bankruptcy, if the debtor has only one creditor.

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[55] Effendi Perangin, *Mencegah Sengketa Tanah,* Ctk Kedua, Rajawali, Jakarta, 1990, hlm. 46.

[56] C. S. T. Kansil., *Pengantar Ilmu Hukum Dan Tata Hukum Indonesia*, Balai Pustaka, Jakarta, 2002, hlm. 252.

The legal implications of bankruptcy on grant agreements are regulated in Article 43 of the Law on Bankruptcy and Suspension of Debt Payment Obligations, that is "Grants made by debtors can be requested for cancellation to the court, if the receivership can prove that at the time the grant is made, the debtor knows or should know that the action will result in losses to creditors", and in Article 44 of Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations "unless proven otherwise, the debtor is deemed to have known or should have known that the grant is detrimental to the creditor."

In the context of bankruptcy law, there are several consequences that occur to grant agreements. Here are some possible consequences of bankruptcy law on grant agreements.

1. Potential Cancellation

   In a bankruptcy situation, the court may cancel or correct the grant agreement if it is deemed detrimental to the interests of creditors or violates the principles of insolvency. It aims to protect the rights and interests of creditors in the bankruptcy process.[57]

2. Asset Expropriation

   In bankruptcy proceedings, the bankruptcy board has the authority to manage and take over the assets of the party declared bankrupt. If the assets granted are included in the bankruptcy assets, the bankruptcy board can take action to sell or use the assets to pay debts to creditors.

[57]See article 41 of the Law on Bankruptcy and Suspension of Debt Payment Obligations paragraph 1. "For the benefit of the bankruptcy property, the court may request all legal actions of the debtor who have been declared bankrupt that harm the interests of creditors, which were carried out before the bankruptcy declaration decision was pronounced"

In this case, the grantee may lose his or her rights to the assets that have already been granted[58].

In a grant agreement, if the party providing the grant (the debtor) goes bankrupt, the implications are as follows:

1. Assets granted

   If the grant involves the transfer of assets from the debtor to the grantee, bankruptcy law may affect ownership and control of those assets. In bankruptcy proceedings, the debtor's assets can be traced and taken over by the curator's management to be used in paying debts to creditors. In this case, the grantee may lose his or her rights to the assets that have already been granted[59].

2. Time limits and conditions

   If the grant agreement contains time limits or certain conditions that must be met by the debtor, bankruptcy may result in the debtor's inability to fulfill these obligations. In this case, the grantee may no longer be able to expect the fulfillment of agreed time limits or conditions[60].

3. Cancellation of transaction

[58]See article 43 of the Law on Bankruptcy and Suspension of Debt Payment Obligations. "a grant made by a debtor may be called upon cancellation to the Court, if the receivership can prove that at the time the grant was made the debtor knew or should have known that the action would result in harm to the creditor".

[59]See article 49 of the Law on Bankruptcy and Suspension of Debt Payment Obligations "Every person who has received an object that is part of the Debtor's estate covered by the canceled legal act, must return the object to the Curator and report to the Supervising Judge"

[60]See article 44 of the Law on Bankruptcy and Suspension of Debt Payment Obligations. "The Debtor is deemed to know or should know that the grant is detrimental to the Creditor, if the grant is made within a period of 1 (one) year before the bankruptcy declaration decision is pronounced".

Insolvency law can affect transactions made before the debtor is declared bankrupt. If the court considers that the grant agreement harms the interests of creditors or goes against the principle of bankruptcy, the court may decide to cancel or correct the agreement. This is also in accordance with the intent of Article 43 of the Law on Bankruptcy and Suspension of Debt Payment Obligations.

2. Analysis of the Provisions of Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations on grant agreements

In relation to the analysis of the legal consequences of bankruptcy on grant agreements, it is regulated in Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations (Bankruptcy Law) that some of the legal consequences include.

1. Revocation of Grants

   According to Article 42 paragraph (1) of the Bankruptcy Law and Suspension of Debt Payment Obligations, all legal actions that harm the interests of creditors and are carried out before the announcement of bankruptcy can be revoked by the court. If the court considers that the grant agreement harms the creditor's interests, the court may decide to revoke the grant. In the analysis based on the Bankruptcy Law and Suspension of Debt Payment Obligations, in deciding a grant cancellation case, the court can consider 2 (two) types of legal actions that are not required, including:

a. Unilateral legal actions, where one party has obligations for achievements to other parties, namely grant agreements, giving rise to legal actions in bankruptcy proceedings.
b. Legal actions that harm creditors, in the context of harming creditors, resulting in the reduction of debtors' assets as bankruptcy assets with a clear proof mechanism by creditors that the debtor takes actions that are not required.

2. Asset Execution

After the announcement of bankruptcy, all the assets owned by the insolvent party will be the object of execution by a receivership supervised by a supervisory judge in accordance with the provisions of Article 49 paragraph 1 of the Law on Bankruptcy and Suspension of Debt Payment Obligations "Any person who has received an object that is part of the estate of the Debtor who is covered by legal acts that are canceled must return the object to the Curator and reported to the Supervising Judge". Therefore, if the asset provided is included in the insolvency asset, the receivership can take action to sell or use the asset to pay debts to creditors. In this case, the grantee may lose his rights to the assets that have been granted.

3. Rights of Creditors

The Law on Bankruptcy and Suspension of Debt Payment Obligations provides protection for the interests of creditors in accordance with what is referred to in Article 41 paragraph 1 "For the benefit of bankruptcy property, the Court may request cancellation of

all the legal actions of Debtors who have been declared bankrupt that harm the interests of Creditors, which is done before the judgment of the bankruptcy declaration is pronounced". If the court decides that the grant agreement violates the principles of insolvency or harms creditors, the grantee must follow the process of canceling the grant agreement as being meant by the existence of a grant agreement as a violated legal act.

The grant agreement made by the debtor (bankrupt) is declared null and void, which means that from the beginning it is considered that there has never been an agreement and engagement between the grantor and the grantee, if it has fulfilled the provisions regarding the cancellation of the grant by the court regulated in Article 4 of the Law on Bankruptcy and Suspension of Debt Payment Obligations. The legal relationship that arises between the grantor and the grantee is a legal relationship because of the agreement between the grantor as the debtor and the grantee as the creditor. In the discussion of grant cancellation above, it can be defined that a grant is a unilateral legal relationship, meaning that the grantor provides a grant to the grantee voluntarily without asking for compensation. This means that the grantor only has obligations without having rights. Based on the Civil Code, it is not explained that grants that have been given cannot be withdrawn. However, the grantor can file a claim for cancellation of the grant if the grantee does something as stipulated in Article 1688 of the Civil Code.[61]

To cancel the grant agreement, it is necessary to prove in advance that the debtor knows or should have known that the grant agreement results in losses to the creditor[62]. According to Article 43 and Article 44 of the Law on Bankruptcy and Suspension of Debt Payment Obligations, it is said that there are two proof systems used in this matter, namely:

a. Reverse proof system

   as the grant is made within a period of 1 year before the bankruptcy declaration judgment is pronounced. If there is a grant within a period of 1 (one) year before the person who provides this grant is declared bankrupt, then he is presumed to have known the consequences of losses to creditors. The debtor (grantor) must prove that the grant does not harm the creditor.

b. Ordinary proof system

   follows what is regulated in Article 1865 of the Civil Code if the grant agreement is carried out within a period of more than 1 year before the bankruptcy statement decision is pronounced. Here, it is the curator who must prove that the grant is made by the debtor (bankrupt).[63]

In fact, the law does not systematically regulate the consequences of nullity. In general, the result of a cancellation is retroactive and return to its original state or ex tunc. Ex tunc is the result of the void stipulated in

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[61] Widya Anggraeni,"Tanggung Gugat Pemberi Hibah Akibat Pembatalan Hibah", *Skripsi* Universitas Airlangga, 2006, hlm 34.

[62] Jono, *Hukum Kepailitan,* PT. Sinar Grafika, Jakarta 2013, hlm. 113

[63] Sudargo Gautama, *Komentar Atas kepailitan Baru Untuk Indonesia*, PT. Citra Aditya Bakti, Bandung 1998, hlm. 72.

Article 1451 of the Civil Code which states that the declaration of cancellation of the engagement based on the incompetence of the people results in the goods and people being restored to the state before the engagement is made, with the understanding that everything that has been given or paid to those who are not in power, as a result of the engagement, can only be reclaimed, but the goods are still in the hands of the person who is not in power. In other words, this person has benefited from what is given or paid, or that what is enjoyed has been used or useful for his benefit. Meanwhile, Article 1452 of the Civil Code states that a declaration of nullity based on coercion, error, or fraud, also results in the goods and persons being restored to the state before the engagement is made.[64]

The legal consequences of the application for cancellation of the grant to the grant property through the application for cancellation in the court and with the decision of cancellation of the grant that has permanent legal force are that the legal effect of all kinds of goods that have been granted is returned. This return is made by first vacating the object of the grant. If the object of the grant is given in the form of a house, the grantee who has occupied the house must leave the house he has received until a predetermined period based on the decision of the panel of judges in the cancellation of the grant. Meanwhile, if the object of the grant is in the form of land, if on the land by the grantee a permanent building has been built, then within a certain period of time the building is demolished and razed back to the ground. If the object of the grant has been reversed or

[64]Abdulkadir Muhammad, *Hukum Acara Perdata Indonesia*, Citra Aditya Bakti, Bandung, 2000, hlm. 58.

has been certified in the name of the grantee, then the certificate is declared invalid. The grantor can apply to the National Land Agency so that the certificate of the object of dispute is no longer valid with the cancellation of the grant and the certificate is returned in the name of the grantor. If reviewed from the bankruptcy law, it can affect the ownership and control of these assets.

In bankruptcy proceedings, the debtor's assets can be traced and taken over by the curator's management to be used in paying debts to creditors. In this case, the grantee may lose his or her rights to the assets that have already been granted.

B. *Actio Pauliana* Legal Remedy against Grant Agreements Entered into by Debtors before Being Declared Bankrupt Bankrupt

1. *Actio Paulina* Legal Remedies

Actio Pauliana is a legal remedy provided by law to creditors to cancel debtor actions that harm creditors. The purpose of Actio Pauliana is to avoid losses on the creditors by asking the court to cancel the debtor's legal actions that are considered detrimental to his creditors[65] In comparison, *Actio Pauliana* arrangement in the United States is known as the fraudulent transfer law, which evolved into the Uniform Conveyance Act (UFCA), the Bankruptcy Act, and the Uniform Fraudulent Transfer Act (UFTA).[66] Fraudulent Transfer Law is made with the aim of preventing debtors from manipulating by

[65]Elisabeth Nurhaini Butarbutar, "Pembuktian Terhadap Perbuatan Debitur Yang Merugikan Kreditur Dalam Tuntutan Actio Pauliana", Jurnal Yudisial Vol. 12 No. 2 Agustus 2019: 215 – 234, hlm. 216

[66]Douglas G. Baird & Thomas H. Jackson, 1985, Fraudulent Conveyance Law and its Proper Domain, 1985, 38 Vand. L. Rev, hlm. 829

transferring assets made by debtors before bankruptcy statements to reduce or spend debtors' assets. Another purpose of fraudulent transfer law is to prevent debtors from covering or selling their assets to defraud creditors.[67]

Actio Pauliana is contained in Article 1341 of the Civil Code, which specifies that any creditors can apply for cancellation of any non-obligatory acts committed by debtors under any names, as well as to the detriment of the creditors, provided that it can be proved that when the deed is committed, neither the debtor nor the person with or for whom the debtor commits, knows that the act has adverse effects on the creditor. Then Actio Pauliana was adopted in Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations through Articles 41 to Article 49.

"For the benefit of the bankrupt property, the Court may request the cancellation of all legal actions of the Debtor who has been declared bankrupt that harm the interests of the Creditor, which are carried out before the bankruptcy judgment is pronounced". Then Article 41 paragraph 2 reads

"Cancellation as referred to in paragraph (1) can only be made if it can be proven that at the time the legal action is committed, the debtor and the party with whom the legal action is committed know or should have known that the legal action will cause losses to the creditor".

[67]John D. Donell, et. al., 1983, Law for Business, Illionis: Richard D. Irwin, Inc, hlm. 47

Based on the provisions of the article above, the curator has the role to apply for cancellation to the court if it can be proven that the debtor has committed a legal act that harms the Creditor.

Furthermore, according to Article 42, if the legal action that harms the creditor is carried out within a period of (1) one year before the bankruptcy declaration decision is pronounced, while the action is not required to be done by the debtor unless it can be proven otherwise, then the debtor and the party with whom the act is committed are deemed to know or should know that the act will cause losses to the creditor as referred to in Article 41 paragraph (2).[68]

Such exception based on Article 41 paragraph (3).[69] is where the bankrupt debtor can take legal action as long as the action is not for personal interest but to develop the company. Based on these provisions, it is known that the main issue in the Actio Pauliana lawsuit is that it can be proven that at the time the legal action is committed, the debtor and the party with whom the legal action is committed know or should know that the legal action will cause losses to the creditor.

2. *Actio Pauliana* Filing Mechanism against Debtors Who Entered into Grant Agreements before Bankruptcy Declaration.

In the mechanism for submitting Actio Pauliana legal remedy regarding a grant agreement entered into by the bankrupt debtor, Actio Pauliana is a legal remedy instrument used by the receivership on the

[68]Elisabeth Nurhaini Butarbutar, *Op Cit,* hlm. 218

[69] See article 41 of the Law on Bankruptcy & Suspension og Debt Payment Obligations paragraph (3).

basis of the interests of the bankruptcy estate. It is to cancel legal disputes made by debtors that harm the interests of creditors, one of which is a grant agreement made by the debtor before the bankruptcy declaration.

Article 30 of Law No. 37 on Bankruptcy and Suspension of Debt Payment Obligations states that:

> "In the event that a case is continued by the Curator against the opposite party, the Curator may apply for cancellation of all actions committed by the Debtor before the person concerned is declared bankrupt, if it can be proven that the Debtor's actions are done with the intention to harm the creditors and this is known to the opposite party"

According to Fred B.G., the mechanism or conditions that must be met in Actio Pauliana legal remedy are as follows[70]:

1. The debtor has committed a legal act
2. The legal act is not mandatory for the debtor
3. The legal action is intended to harm creditors
4. When performing a legal action, the debtor knows or should know that the legal action will harm the creditor
5. At the time of performing a legal action, the party with whom the legal action is committed knows or should know that the legal action will result in losses to creditors.

One of the mechanisms for the curator to withdraw bankruptcy assets under the control of third parties is legal action in the context of a grant agreement, by filing Actio Pauliana legal remedy aimed at canceling all debtor actions that are not mandatory, committed before

[70] https://www.hukumonline.com/klinik/a/syarat-pengajuan-actio-pauliana-oleh-kurator-kepailitan-cl1691/#_ftn9 Diakses trakhir tanggal 28 september 2023

being declared bankrupt and having harmed or burdened the bankruptcy property. Some other legal actions that can be claimed by the curator for cancellation are as follows[71]:

a. All actions that are not required to be done by the Debtor within 1 (one) year before being declared bankrupt and have harmed the bankrupt property
b. Provision of grants made by bankrupt debtors within a period of 1 (one) year before being declared bankrupt.
c. Payment of overdue debts made by the debtor when the bankruptcy application against him is undergoing examination and the creditor receiving the debt payment is aware that a bankruptcy application is being submitted to the debtor
d. The Curator may also sue the person who has made payments to the insolvent Debtor if it is proven that the person has known the Debtor has been declared bankrupt by the announcement of bankruptcy in the newspaper. If the person makes payment of his debt to the insolvent Debtor prior to the announcement of bankruptcy, he is released from the insolvent estate to the extent it is not proven that he has known the Debtor has declared bankruptcy.

A creditor can only cancel all actions that are not required by the debtor through legal instruments by a curator, including harming

[71] Elyta Ras Ginting, *Hukum Kepailitan Pengurusan dan Pemberesan Harta Pailit*, Sinar Grafika, Jakarta, 2019, hlm. 184

creditors based on unlawful acts. The cancellation claim can be filed based on Article 1341 of the Civil Code and Article 41 paragraph (1) of Law Number 37 of 2004. For the benefit of bankruptcy assets, the court can be asked to cancel all the legal actions of debtors who have been declared bankrupt if the actions harm the interests of creditors. One of such actions is a grant agreement made before the bankruptcy declaration decision is pronounced. On the basis of harming the creditor's interests of the debtor, the debtor's legal actions with other parties (grant agreement) can be cancelled.

In a legal effort, the creditor claims his rights to the debtor through Actio Pauliana carried out by the curator. This is a logical result of the position of the curator as the party assigned to protect and manage the bankruptcy property for the benefit of all the parties interested in the bankrupt property[72]

As explained above, the Actio Pauliana mechanism as a legal remedy to cancel grant agreements is regulated in the Civil Code and the Law on Bankruptcy and Suspension of Debt Payment Obligations. It can be concluded that several Actio Pauliana mechanisms are regulated in both laws to guarantee legal certainty[73]

1. The Actio Pauliana lawsuit is filed in the Commercial Court based on the provisions of Article 41 of the Law on Bankruptcy

[72]Timur Sukirno, *Tanggung Jawab Kurator Terhadap Harta Pailit dan Penerapan Actio Pauliana,* Alumni, Bandung, 2001, hlm. 371-372.

[73]Rai Mantili, "Actio Pauliana Sebagai Upaya Perlindungan Bagi Kreditor Menurut Kitab Undang-Undang Hukum Perdata Dan Undang-Undang Kepailitan Dan Penundaan Kewajiban Pembayaran Utang (PKPU)", JHAPER: Vol. 6, No. 2, Juli-Desember 2020: 21–37, hlm. 34-35

and Suspension of Debt Payment Obligations and Article 1341 of the Civil Code.

2. The subject of the Actio Pauliana lawsuit is carried out in the Commercial Court through the Curator.
3. The procedural law used in examining claims in the Commercial Court uses the Law on Bankruptcy and Suspension of Debt Payment Obligations.
4. The Actio Pauliana submitted to the Commercial Court as stipulated in Article 8 paragraph (5) of the Law on Bankruptcy and Suspension of Debt Payment Obligations must be pronounced no later than sixty days after the date the bankruptcy application is registered.
5. The requirements for proof of Actio Pauliana in the Commercial Court must be proven simply.
6. The legal remedy against the judge's decision in the Commercial Court can be carried out and legal remedies against applications for bankruptcy statements in bankruptcy cases include resistance specifically provided for interested third parties, cassation, and judicial review, as stipulated in Article 3 paragraph (1), Article 11, Article 13, and Article 14 of the Law on Bankruptcy and Suspension of Debt Payment Obligations.
7. The Law on Bankruptcy and Suspension of Debt Payment Obligations expressly states that bankruptcy is a general confiscation that includes all the assets of debtors whose

management and settlement is carried out by the receiver. General confiscation applies to all the assets of the debtor, including assets that exist at the time the bankruptcy declaration is established and assets acquired during bankruptcy. In addition to public confiscation, the Law on Debt Payment Obligations and Suspension of Debt Payment Obligations also recognizes conservatoir beslag, which aims to maintain a balance between the interests of debtors and creditors. Actio Pauliana in the framework of bankruptcy applies general confiscation mutatis-mutandis as long as it is examined and decided by the Commercial Court because it is within the scope of bankruptcy law subject to the Law on Bankruptcy and Suspension of Debt Payment Obligations.

In addition to being able to prove legal actions that harm creditors, Actio Pauliana lawsuits can only be filed if[74]:

1. The debtor has been declared bankrupt by a judge's decision;
2. The act is committed within one year before the bankruptcy judgment is pronounced;
3. The act is not mandatory for the debtor based on the agreement or law.

To ensure legal certainty in the cancellation of grant agreements made by bankrupt debtors, it is necessary to have evidence in a lawsuit that aims to give confidence to the judge about the events

[74] *Ibid*, hlm. 25

or arguments put forward by the parties. These events are found factual or occurring, one of which is the loss suffered by the creditor. The problem in the law of evidence is the burden of proof and assessment of evidence. For the burden of proof, the question is about who should prove. In accordance with the principle of actori incumbit probatio contained in Article 163 HIR/Article 283 Rbg and Article 1865 of the Civil Code, it is mandatory to prove who expresses an event or right, and if the event or right is denied, then the party must prove his refutation. In evidence, what must be proven is the disputed event, this is related to the principle of ius curia novit, that the judge is considered to know all the law, so what the judge needs to know through the trial is the event/fact to later apply the law[75]. This is the basis for creditors in making a lawsuit for cancellation of grant agreements made by bankrupt debtors through Actio Pauliana legal remedy.

[75]Timur Sukirno, *Op. Cit,* hlm. 219

CHAPTER IV

COVER

A. Conclusion

From the explanation and description of the discussion above, this study can conclude the answers to the problem formulation.

1. The general effect of bankruptcy law in a grant agreement is that if the grant involves the transfer of assets from a debtor to a grantee, the bankruptcy law can affect the ownership and control of the assets. In bankruptcy proceedings, a grantee may lose his or her rights to the assets that have already been granted. A grant agreement made by a debtor (bankrupt) is declared null and void which means that from the beginning it is considered that there has never been an agreement and engagement between the grantor and the grantee.
2. The Law on Bankruptcy and Suspension of Debt Payment Obligations provides a mechanism for a curator to withdraw bankruptcy assets under the control of third parties by filing Actio Pauliana legal remedy aimed at canceling all the actions of a debtor that are not obligatory, committed before being declared bankrupt, and have harmed or burdened the bankruptcy assets.

B. Recommendation

The suggestions given by the author regarding the results of this thesis are as follows.

1. In a bankruptcy process, it is necessary to be more effective and efficient in providing dispute resolutions for cancellation of grants.
2. When the receivership performs his duties to manage the bankruptcy estate and finds that there is a grant agreement or transfer of assets, he should prioritize Actio Pauliana as a legal remedy and protection of creditors with the court decision to cancel grant.

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SURAT PERNYATAAN

(Surat Pernyataan Pengecekan Data Mahasiswa di Program ADMSIMAK)

Assalamu'alaikum. Wr. Wb.

Saya yang bertandatangan di bawah ini:

Nama Mahasiswa	:	Putri Halimatussa'diyah
NIM	:	18910999
Program Studi	:	Hukum IP
Tempat, Tanggal Lahir	:	Karawang, 02 - Desember - 2000
Judul Skripsi		The Legal Consequences of Bankruptcy on grant agreement
Tanggal Lulus	:	14 Juni s.d 20 Juni 2024
Tanggal Wisuda	:	27 Juli 2024

Menyatakan dengan sesungguhnya bahwa data-data tersebut telah saya verifikasi dan saya menyatakan bahwa data tersebut benar adanya.

Apabila dikemudian hari terjadi kekeliruan pada pernyataan ini, saya bersedia untuk tidak menuntut Universitas Islam Indonesia guna mencetak ulang Ijazah dan Transkrip Akademik.

Demikian surat pernyataan ini saya buat dalam keadaan sehat dan tidak dalam tekanan pihak manapun.

Wassalamu'alaikum. Wr. Wb.

Yogyakarta, 26 Juni 2024

Yang Menyatakan,

(Putri Halimatussa'diyah)

SURAT PERNYATAAN

(Surat Pernyataan Perbedaan Data pada Ijazah SMA dengan Akta Kelahiran)

Assalamu'alaikum. Wr. Wb.

Saya yang bertandatangan dibawah ini:

Nama Mahasiswa : Putri Halimatussa'diyah

NIM : 18910949

Program Studi : Hukum IP

Tempat, Tanggal Lahir : Karawang, 02 Desember 2000

Menyatakan dengan sesungguhnya bahwa data **Nama, Tempat Lahir dan Tanggal Lahir** yang akan tercantum pada Ijazah Program Studi Hukum Program Sarjana FH UII di Universitas Islam Indonesia disesuaikan dengan:

~~Ijazah SMA atau yang sederajat~~/Akta Kelahiran atau Surat Tanda Lahir*)

Apabila dikemudian hari terjadi kekeliruan pada pernyataan ini, saya bersedia untuk tidak menuntut Universitas Islam Indonesia guna mencetak ulang Ijazah dan Transkrip Akademik.

Demikian surat pernyataan ini saya buat dalam keadaan sehat dan tidak dalam tekanan pihak manapun.

Wassalamu'alaikum. Wr. Wb.

Yogyakarta, 26 Juni 2024

Yang Menyatakan,

(Putri Halimatussa'diyah)

*) Hapus yang tidak diperlukan