

Pelaksanaan Putusan Homologasi dalam Penundaan Kewajiban Pembayaran Utang (PKPU) dengan Dikabulkannya Putusan Pernyataan Pailit terhadap Debitor yang Sama (Studi Kasus: PT Siak Raya Timber) = Execution on Suspension of Payment's Homologation Decisions with the Granting of Bankruptcy Order Against the Same Debtor (Case Study: PT Siak Raya Timber)

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Abstrak

Dalam perkara kepailitan, debitor dapat mengajukan rencana perdamaian baik melalui Penundaan Kewajiban Pembayaran Utang (PKPU) ataupun perdamaian setelah putusan pailit dijatuhkan. Dalam hal rencana perdamaian diajukan melalui PKPU, maka setelah perdamaian tersebut disetujui dan dihomologasi oleh Pengadilan Niaga maka putusan homologasi mengikat semua kreditor kecuali kreditor separatis dan terhadap kreditor separatis tersebut diberikan kompensasi sebesar nilai terendah di antara nilai jaminan atau nilai aktual pinjaman yang secara langsung dijamin dengan hak agunan atas kebendaan sebagaimana diatur dalam Pasal 286 UUK-PKPU. Selama PKPU berlangsung, debitor tidak dapat dimohonkan pailit. Hal ini berdasarkan Pasal 260 UUK-PKPU. Dengan demikian, selama debitor beritikad baik melaksanakan isi perdamaian dalam putusan homologasi seharusnya debitor dilindungi dari kepailitan kecuali debitor lalai dalam memenuhi isi perdamaian. Jika hal yang demikian terjadi, kreditor dapat menuntut pembatalan perdamaian yang mengakibatkan debitor seketika dinyatakan pailit. Dalam praktik, terdapat 2 (dua) putusan pengadilan yang saling bertentangan dan menimbulkan akibat hukum yang berbeda terhadap debitor yang sama yaitu putusan homologasi dan putusan pernyataan pailit. Hal ini menjadi permasalahan yang hendak dikaji dalam penelitian ini yaitu pelaksanaan putusan homologasi dengan dikabulkannya putusan pernyataan pailit terhadap debitor yang sama. Penelitian ini dilakukan dengan menggunakan metode penelitian yuridis normatif terhadap kasus kepailitan PT Siak Raya Timber.

.....In the case of bankruptcy, the debtor can submit a reconciliation plan either through Postponement of Debt Payment Obligations (PKPU) or reconciliation after the bankruptcy decision is rendered. In the event that the reconciliation plan is submitted through PKPU, then after the reconciliation is approved and homologated by the Commercial Court, the homologation decision is binding on all creditors except the separatist creditors and the separatist creditors are compensated for the lowest value of the collateral value or the actual value of the loan which is directly guaranteed by collateral rights on property as regulated in Article 286 UUK-PKPU. During the PKPU period, the debtor cannot be filed for bankruptcy. This is based on Article 260 UUK-PKPU. Thus, as long as the debtor has good intentions in carrying out the contents of the reconciliation in the homologation decision, the debtor should be protected from bankruptcy unless the debtor is negligent in fulfilling the contents of the reconciliation. If this happens, the creditor can demand the annulment of the settlement which results in the debtor being immediately declared bankrupt. In practice, there are 2 (two) court decisions that contradict each other and have different legal consequences for the same debtor, namely the homologation decision and the bankruptcy declaration decision. This is a problem that will be studied in this study, namely the implementation of the homologation decision with the issuance of the bankruptcy declaration decision against the same debtor. This research was conducted using

a normative juridical research method on the bankruptcy case of PT Siak Raya Timber.