

ABSTRAK

Penelitian ini berangkat dari kompleksitas pertanggungjawaban hukum sekutu komplementer dalam Persekutuan Komanditer (CV) yang terlibat sebagai sekutu pada dua CV dengan status hukum berbeda, yaitu satu berada dalam kondisi homologasi (PKPU) dan satu lainnya dinyatakan pailit. Situasi ini menimbulkan ketidakpastian hukum karena tanggung jawab pribadi dan tanggung renteng sekutu komplementer berpotensi berbenturan dengan rezim restrukturisasi utang dan pemberesan harta pailit. Tujuan dan urgensi penelitian ini adalah menganalisis akibat hukum bagi sekutu komplementer dalam kondisi tersebut serta mengkaji kewenangan dan tanggung jawab Kurator dan Pengurus dalam melindungi kepentingan para pihak, khususnya kreditur. Penelitian menggunakan metode yuridis normatif dengan spesifikasi preskriptif-analitis melalui studi kepustakaan terhadap peraturan perundang-undangan, doktrin, dan yurisprudensi, terutama KUHD dan Undang-Undang Nomor 37 Tahun 2004 tentang Kepailitan dan PKPU. Analisis dilakukan secara kualitatif dengan pendekatan teori kepastian hukum, teori universal, teori *creditor's bargain*, dan teori pendekatan kontrak (*contractarian approach*). Hasil penelitian menunjukkan adanya kekosongan hukum akibat ketiadaan pengaturan eksplisit mengenai prioritas dan batas tanggung jawab sekutu komplementer dalam dua CV dengan status homologasi dan pailit, yang memicu potensi tumpang tindih kewenangan Kurator dan Pengurus serta ketidakpastian perlindungan kreditur. Oleh karena itu, diperlukan interpretasi hukum yang konsisten dan pembaruan regulasi guna menjamin kepastian hukum, keadilan proporsional, dan efektivitas penyelesaian utang.

Kata Kunci: Sekutu Komplementer; Persekutuan Komanditer; Homologasi; Kepailitan; Kepastian Hukum.

ABSTRACT

This research stems from the complexity of the legal liability of active partners (sekutu komplementer) in a Limited Partnership (CV) who are involved in two different CVs with conflicting legal status, one under a court-sanctioned peace agreement (homologation) and the other declared bankrupt. This situation creates legal uncertainty, as the personal and joint-and-several liability of the active partner potentially clashes with the dual regimes of debt restructuring and the liquidation of bankruptcy assets. The objective and urgency of this study are to analyze the legal consequences for active partners in such conditions and to examine the authority and responsibilities of the Curator (Receiver) and the Administrator in protecting the interests of all parties, particularly the creditors. This research employs a normative juridical method with a prescriptive-analytical specification, utilizing a literature study of statutory regulations, legal doctrines, and jurisprudence, specifically the Indonesian Commercial Code (KUHD) and Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (PKPU). The analysis is conducted qualitatively, applying the theories of legal certainty, universalism, creditor's bargain, and the contractarian approach. The findings indicate a legal vacuum due to the absence of explicit regulations regarding the priority and limits of an active partner's liability when entangled in both homologation and bankruptcy statuses. This triggers potential overlaps in the authority of Curators and Administrators, as well as uncertainty in creditor protection. Consequently, consistent legal interpretation and regulatory reform are necessary to ensure legal certainty, proportional justice, and the effective resolution of debt.

Keywords: *General Partner; Limited Partnership (CV); Homologation; Bankruptcy; Legal Certainty.*