

ABSTRAK

Pengaturan mengenai kreditor penerima *cessie* sebagai syarat dalam permohonan Penundaan Kewajiban Pembayaran Utang (PKPU) tidak secara eksplisit diatur dalam Undang-Undang Kepailitan dan PKPU (UUK-PKPU). Namun, UUK-PKPU mengadopsi asas integrasi yang memungkinkan pengacuannya kepada Pasal 613 KUH Perdata, serta didukung oleh Surat Edaran Mahkamah Agung (SEMA) No. 7 Tahun 2012 yang mengakui kreditor penerima *cessie*. Meskipun demikian, dalam praktiknya, terdapat perbedaan interpretasi di kalangan hakim, khususnya terkait keabsahan kreditor penerima *cessie* sebagai syarat PKPU, terutama apabila *cessie* tersebut tidak didasarkan pada perjanjian obligatoir.

Penelitian ini berfokus pada dampak ketiadaan perjanjian obligatoir terhadap keabsahan kreditor penerima *cessie* dalam permohonan PKPU. Metode penelitian yang digunakan adalah yuridis-normatif dengan spesifikasi deskriptif-analitis. Sumber data dalam penelitian ini meliputi bahan hukum sekunder, primer, dan tersier.

Hasil penelitian menunjukkan bahwa permohonan PKPU yang didasarkan pada *cessie* masih menimbulkan perdebatan hukum. Ketidakjelasan mengenai keberadaan utang yang sudah jatuh tempo dan jumlah kreditor yang memenuhi syarat dalam PKPU sering kali dipermasalahkan, terutama karena ketiadaan perjanjian obligatoir. Akibatnya, kreditor penerima *cessie* tidak selalu dapat diakui sebagai kreditor yang sah dalam PKPU, karena tidak memenuhi persyaratan adanya minimal dua kreditor sebagaimana diatur dalam UUK-PKPU. Dengan demikian, penelitian ini sejalan dengan Putusan Nomor 47/Pdt.Sus-PKPU/2021/PN Niaga Smg yang menolak permohonan PKPU berdasarkan *cessie* dengan alasan tidak terpenuhinya syarat kreditor akibat ketiadaan perjanjian obligatoir.

Kata Kunci: *PKPU, Cessie, Perjanjian Obligatoir*

ABSTRACT

The regulation regarding the creditor receiving the cession as a condition in the application for Suspension of Debt Payment Obligations (PKPU) is not explicitly regulated in the Bankruptcy and PKPU Law (UUK-PKPU). However, UUK-PKPU adopts the principle of integration that allows reference to Article 613 of the Civil Code, and is supported by the Circular of the Supreme Court (SEMA) No. 7 of 2012 which recognizes the creditor receiving the cession. However, in practice, there are differences in interpretation among judges, especially regarding the validity of the creditor receiving the cession as a condition for PKPU, especially if the cession is not based on an obligatory agreement.

This study focuses on the impact of the absence of an obligatory agreement on the validity of the creditor receiving the cession in the PKPU application. The research method used is juridical-normative with descriptive-analytical specifications. Data sources in this study include primary, secondary, and tertiary legal materials.

The results of the study indicate that the PKPU application based on cession still raises legal debate. The ambiguity regarding the existence of debt that has matured and the number of eligible creditors in PKPU is often questioned, especially due to the absence of an obligatory agreement. As a result, the creditor receiving the cession cannot always be recognized as a legitimate creditor in PKPU, because it does not meet the requirement of at least two creditors as stipulated in the UUK-PKPU. Thus, this study is in line with Decision Number 47/Pdt.Sus-PKPU/2021/PN Niaga Smg which rejected the PKPU application based on cession on the grounds that the creditor requirements were not met due to the absence of an obligatory agreement.

Keywords: PKPU, Cessie, Obligatory Agreement