

## ABSTRACT

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**“LEGAL PROTECTION OF PERSONAL GUARANTEE HOLDERS CREDITORS IN LIMITED COMPANY BANKRUPTCY AND SHAREHOLDERS (Case Study Decision No. 194/Pdt.Sus-Pailit/2020/PN.Niaga.Jkt.Pst.)”**

In the handling of bankruptcy cases, there should be a difference in the resolution of the case, whether it is related to a personal guarantee or not to a personal guarantee. The most clear and unequivocal difference that can be made is regarding the fulfillment of the rights and obligations of the creditor as the owner of the personal guarantee. Insurers should act to fulfill their legal obligations based on personal guarantees. The creditor holding the personal guarantee must obtain a certain amount of payment in advance from the insurer. After the guarantor fulfills his legal obligations based on the personal guarantee, namely by making a number of payments to concurrent creditors who own the personal guarantee, the debtor is given the authority to offer a reconciliation proposal in order to achieve reconciliation in the bankruptcy of the main debtor and shareholders as guarantor. This has been regulated under Article 141 of the Law on Bankruptcy and Suspension of Debt Payment Obligations (UUKPKPU). Although the author still sees the lack of clarity in the article, especially regarding the amount to be paid to the concurrent creditors who own the personal guarantee. This research was conducted using a normative juridical research method in order to examine the provisions related to personal guarantees based on UUKPKPU. The approach in this thesis uses the approach of discussing related laws, literature review and case studies. Article 141 of the UUKPKPU has regulated but needs to be refined so that it is more clear and firm to state the amount of payment that must be paid in advance by the debtor before performing the matching of debts.

Keywords: Personal Guarantee, Bankruptcy and PKPU, Debtor, Creditor.

## ABSTRAK

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**“PERLINDUNGAN HUKUM TERHADAP KREDITUR PEMEGANG *PERSONAL GUARANTEE* DALAM KEPAILITAN PERSEROAN TERBATAS DAN PEMEGANG SAHAM (Studi Kasus Putusan No. 194/Pdt.Sus-Pailit/2020/PN.Niaga.Jkt.Pst.)”**

Penanganan perkara kepailitan sudah sepatutnya ada perbedaan penyelesaian terkait perkara tersebut apakah menyangkut *personal guarantee* atau tidak tersangkut dengan *personal guarantee*. Perbedaan yang paling jelas dan tegas dapat dibuat adalah mengenai pemenuhan hak dan kewajiban terhadap kreditur selaku pemilik *personal guarantee*. Penanggung sebaiknya bertindak memenuhi kewajiban hukumnya berdasar *personal guarantee*. Kreditur pemegang *personal guarantee* harus memperoleh sejumlah pembayaran terlebih dahulu dari penanggung. Setelah penanggung memenuhi kewajiban hukumnya tersebut berdasarkan *personal guarantee* yaitu dengan melakukan sejumlah pembayaran kepada kreditur konkuren pemilik *personal guarantee*, maka debitur diberikan kewenangan untuk menawarkan proposal perdamaian guna mencapai perdamaian dalam kepailitan debitur utama dan pemegang saham selaku penanggung. Hal tersebut telah diatur berdasarkan Pasal 141 Undang-Undang Kepailitan dan Penundaan Kewajiban Pembayaran Utang (UUKPKPU). Meskipun penulis masih melihat kekurangtegasan dalam pasal tersebut terutama terkait jumlah yang harus dibayarkan kepada kreditur konkuren pemilik *personal guarantee*. Penelitian ini dilakukan dengan menggunakan metode penelitian yuridis normatif guna menelaah ketentuan terkait *personal guarantee* berdasarkan UUKPKPU. Pendekatan dalam tesis ini menggunakan pendekatan pembahasan undang-undang terkait, tinjauan pustaka dan studi kasus. Pasal 141 UUKPKPU telah mengatur tetapi perlu disempurnakan supaya lebih jelas dan tegas menyatakan jumlah pembayaran yang harus dibayarkan terlebih dahulu oleh debitur sebelum melakukan pencocokan utang-piutang.

Kata kunci: *Personal Guarantee*, Pailit dan PKPU, Debitur, Kreditur.