

ABSTRACT

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“JUDICIAL REVIEW OF CESSIE AS THE FULFILLMENT FOR SUSPENSION OF DEBT REPAYMENT OBLIGATIONS” (Case Study of Supreme Court Decision Number 80/Pdt.Sus-PKPU/2020/PN.NiagaJkt.Pst)

(viii + 80 pages)

In terms of loan agreement, debts can be transferred to another Creditor using cessie agreement. A company named PT. ASIA PRATAMA PERKASA was using that method to transfer their debt to other creditor using the Cessie Agreement. PT. APS transferred half of their debts to CV Restu Indah Antar Nusa and continued to propose the suspension of debt to PT. Asia Petrocom Services (as the debtor). With the presence of the Cessie Agreement, the requirement of proposing the suspension of debt became fulfilled, due to the existence of a new creditor. The writer thinks that the Cessie Agreement was done solely to fulfill the recruitment of the suspension of debt which it has to be done by following the requirement as stated in Chapter 613 Burgerlijk Wetboek Voor Indonesie. As well as the suspension of debt that the creditor proposed fulfilled Chapter 221 Number 1 and Number 3. To answer the formulation of the problem, the writer uses an empirical normative legal research method, considering that there are cases analyzed in the research conducted. The references that are used are primary, secondary, tertiary legal materials consisting of Indonesian laws and regulations, books and journals that have been previously published to answer whether the action of the cessie agreement in the case was carried as stated in Chapter 613 or not. The Problem must be solved and writer stated that as long as The Cessie is verified, it could be used as a fulfillment of The Suspension Debt.

Reference: 28 (1847-2020)

Keywords: Cessie Agreement, The Suspension of Debt Repayment Obligations, Business Law