

## ABSTRAK

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**ANALISIS YURIDIS PENGATURAN PERJANJIAN PERDAMAIAN  
DALAM PKPU MENJADI PUTUSAN PAILIT STUDI KASUS Putusan No  
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*Humans are not spared from their respective rights and obligations in carrying out their social life in accordance with the actions committed. In order for rights and obligations to arise, it is necessary to have an actual fact which is linked by law as a consequence, which means that a persons right to something also creates obligations for other people, namely that they must have respect and not be allowed to interfere with that right. For example, in an event where the debtor and creditor make an agreement on debts with a mutually determined amount of money and with the hope that with this agreement, both parties can carry out their rights and obligations to each other. judicial case studies. It is an approach that is taken using empirical normative legal case studies with the implementation of positive legal provisions and factual events in certain legal events that occur in social life. Peace or peace agreements in the PKPU process have an important role in helping the recovery of the debtor's business to continue. Reconciliation in PKPU is different from peace in bankruptcy. In the bankruptcy process, conciliation is only limited to the distribution and settlement of bankrupt assets, while conciliation in the PKPU process has a meaning as an offer to pay all or part of the debt and includes the notion of debt restructuring from the debtor. Therefore, the agreement in the peace plan agreed upon by the debtor and creditors Based on a juridical analysis regarding the arrangement of peace agreements in PKPU according to UUKPKPU on the case study of Hendrianto Bambang Santoso PT. Njonja Meneer Industry based on Decision No. 11/Pdt.Sus-Bankrupt/2017/PN Niaga Smg jo. Number 1397 K//Pdt.Sus-Bankrupt/2017/PN. A debtor has the right and obligation to prove that the settlement has been fulfilled, and that he fulfills the contents of his obligations in good faith. If it is not proven that a debtor is negligent in fulfilling these obligations, then the debtor cannot be claimed to be negligent in fulfilling his agreement obligations.*

*Keywords: suspension of payment, reconciliation agreement, bankruptcy law*

*References: 35 (1968-2022)*