

## ABSTRAK

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### **(PENGAJUAN TAGIHAN SECARA BERSAMAAN OLEH KREDITUR SEPARATIS TERHADAP DEBITUR PAILIT DAN PERUSAHAAN PENJAMIN DEBITUR DALAM PKPU)**

(v + 115 halaman)

Penelitian ini merupakan Penelitian Hukum Normatif-Empiris yang bertujuan untuk menganalisis mengenai permasalahan hukum yang timbul dari pengajuan tagihan secara bersamaan yang dilakukan oleh Kreditor Separatis dalam proses kepailitan Debitur Pokok dan proses PKPU Perusahaan Penjamin. Pada dasarnya, Kreditor Separatis dapat mengajukan seluruh tagihannya kepada Debitur Pokok yang sedang berstatus Pailit dan kepada Perusahaan Penjamin yang sedang melakukan restrukturisasi utang melalui proses PKPU. Namun, apabila tagihan yang diajukan oleh Kreditor Separatis tersebut diakui dan diberikan hak suara dalam proses PKPU Perusahaan Penjamin, maka Kreditor Separatis akan menjadi pengendali dalam pemungutan suara (*voting*) terhadap rencana perdamaian. Dalam hal Kreditor Separatis menjadi pengendali dalam pemungutan suara pada proses PKPU Perusahaan Penjamin akan menimbulkan implikasi hukum berupa ketidakadilan bagi Perusahaan Penjamin (Dalam PKPU) yang hendak berupaya merestrukturisasi utangnya kepada para Kreditor aslinya. Selain itu, sekalipun tagihan dari Kreditor Separatis diakui baik dalam proses kepailitan Debitur Pokok maupun dalam proses PKPU Perusahaan Penjamin, penyelesaian pembayaran utang kepada Kreditor Separatis harus dilakukan secara tanggung renteng antara Debitur Pokok (Dalam Pailit) dan Perusahaan Penjamin (Dalam PKPU) agar terhindar dari praktik *double dipping* yang dilarang dalam hukum kepailitan dan PKPU karena bertentangan dengan prinsip keadilan dan prinsip kepastian hukum. Larangan praktik *double dipping* tercantum dalam ketentuan Pasal 142 ayat (1) UUK-PKPU dan Pasal 270 ayat (1) UUK-PKPU. Oleh karenanya, usul jalan tengah yang dapat penulis berikan dengan tetap mempertimbangkan prinsip keadilan terhadap permasalahan hukum yang timbul dari adanya pengajuan tagihan secara bersamaan oleh Kreditor Separatis terhadap Debitur Pailit dan Perusahaan Penjamin (Dalam PKPU) yaitu dengan tetap menerima dan mengakui seluruh tagihan dari Kreditor Separatis tanpa pemberian hak suara dalam pemungutan suara terhadap rencana perdamaian yang diajukan oleh Perusahaan Penjamin selaku Debitur PKPU.

**Referensi** : 53 (1978-2022)

**Kata Kunci** : Pengajuan Tagihan, Kreditor Separatis, Debitur Pokok (Dalam Pailit), Perusahaan Penjamin (Dalam PKPU), *Double Dipping*.

## ABSTRACT

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### ***(SIMULTANEOUS SUBMISSION OF CLAIMS BY SEPARATIST CREDITORS IN THE PRINCIPAL DEBTOR'S BANKRUPTCY PROCESS AND THE GUARANTEE COMPANY'S SUSPENSION OF PAYMENT PROCESS)***

(v + 115 pages)

*The method used in this thesis is Normative-Empirical Legal Research focused to analyze legal issues arising from the simultaneous submission of claims by Separatist Creditors in the Principal Debtor's bankruptcy process and the Guarantee Company's Suspension of Payment process. In substance, Separatist Creditors can submit all their claims to the Principal Debtor whose declared in Bankruptcy and to the Guarantee Company which is undertaking debt restructuring through the Suspension of Payment process. However, if the claim submitted by the Separatist Creditor is recognized and given voting rights in the Guarantee Company's Suspension of Payment process, then the Separatist Creditor will become the controller in voting on the Amicable Plan. In terms of that a Separatist Creditor becomes the controller in voting in the Suspension of Payment process, the Guarantee Company will result legal implications in the form of injustice for the Guarantee Company (In Suspension of Payment) which wants to try to restructure its debt to the original Creditors. In addition, even if claims from Separatist Creditors are recognized both in the bankruptcy process of the Principal Debtor and in the Suspension of Payment process of the Guarantee Company, the settlement of debt payments to the Separatist Creditor must be carried out jointly between the Principal Debtor (In Bankruptcy) and the Guarantee Company (In Suspension of Payment) in order to avoid The practice of double dipping is prohibited in bankruptcy law due to contrary to the principles of justice and the principle of legal certainty. The prohibition on the practice of double dipping is stipulated by UUK-PKPU in Article 142 paragraph (1) and Article 270 paragraph (1) UUK-PKPU. Therefore, the author suggest an understanding while still considering the principles of justice regarding legal issues arising from the simultaneous submission of claims by Separatist Creditors to Bankrupt Debtors and Guarantee Companies (In Suspension of Payment), by continuing to accept and acknowledge all claims from Separatist Creditors without granting voting rights in voting on the amicable plan submitted by the Guarantee Company as Suspension of Payment Debtor.*

**Reference** : 53 (1978-2022)

**Keywords** : *Submission of Bills, Separatist Creditors, Principal Debtor (In Bankruptcy), Guarantee Company (In Suspension of Payment), Double Dipping.*