

**ANALISIS PKPU PT. GARUDA INDONESIA PADA MASA PANDEMI  
COVID-19 (STUDI PUTUSAN NO. 425/PDT.SUS-  
PKPU/2021/PN.NIAGA.JKT.PST JO. NO. 1454 K/PDT.SUS-PAILIT/2022)**

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**ABSTRAK**

Tujuan penelitian ini adalah untuk mengetahui dan menganalisa alasan dibalik kesulitan ekonomi yang dialami oleh PT. Garuda Indonesia, mengetahui dan menganalisa upaya penyelesaian yang dilakukan oleh PT. Garuda Indonesia berdasarkan Putusan PN Jakarta Pusat No. 425/Pdt.Sus-PKPU/2021/PN.Niaga.Jkt.Pst; dan untuk mengetahui dan menganalisa alasan Kreditor mengajukan kasasi serta pertimbangan hakim terhadap Putusan Mahkamah Agung No. 1454 K/Pdt.Sus-Pailit/2022. Metode penelitian yang digunakan dalam penelitian ini ialah metode penelitian yuridis normatif dengan mengkaji putusan pengadilan dan peraturan perundang-undangan sebagai bahan hukum primer dan buku-buku, jurnal hukum, teori-teori hukum, pendapat para ahli, hasil-hasil penelitian hukum, dan media cetak atau elektronik untuk bahan hukum sekunder serta KBBI, kamus hukum, ensiklopedia hukum sebagai bahan hukum tersier. Teknik analisa yang diterapkan ialah metode kualitatif melalui studi kepustakaan. Hasil penelitian dan analisis dari penelitian ini ialah Garuda Indonesia telah mengalami kesulitan ekonomi sebelum Covid-19 yang kemudian diperparah oleh Covid-19 yang membatasi mobilitas masyarakat. Salah seorang Kreditor Garuda Indonesia yaitu PT Mitra Buana Koorporindo kemudian mengajukan permohonan PKPU yang disetujui dan semasa PKPU tersebut, Garuda Indonesia mempersiapkan rencana perdamaian. Rencana Perdamaian kemudian disetujui oleh suara mayoritas (95,07%) dari Kreditor yang hadir sehingga PKPU Garuda Indonesia berakhir dengan Rencana Perdamaian. Kreditor Garuda Indonesia yaitu Greylag Goose Leasing kemudian mengajukan permohonan kasasi dengan alasan bahwa metodologi voting yang dilakukan tidak memenuhi dasar hukum dan Debitor PKPU melakukan pelanggaran atas perjanjian sewa, namun terhadap alasan tersebut Mahkamah Agung menolak kasasi karena alasan permohonan kasasi tidak termasuk kepada alasan penolakan perdamaian seperti yang tertera pada Pasal 285 ayat (2) UU No. 37 Tahun 2004 tentang Kepailitan dan Penundaan Kewajiban Pembayaran Utang.

**Kata kunci: PKPU, Rencana Perdamaian, Covid-19, Garuda Indonesia, Homologasi**

**ANALYSIS OF PT. GARUDA INDONESIA'S PKPU DURING THE COVID-19 PANDEMIC (CASE STUDY NO. 425/PDT.SUS-PKPU/2021/PN.NIAGA.JKT.PST JO. NO. 1454 K/PDT.SUS-PAILIT/2022)**

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**ABSTRACT**

*This research aims to find out and analyze the reasons behind the economic difficulties experienced by PT. Garuda Indonesia, understands and analyzes the resolution efforts carried out by PT. Garuda Indonesia based on Central Jakarta District Court Decision No. 425/Pdt.Sus-PKPU/2021/PN.Niaga.Jkt.Pst; and to find out and analyze the reasons for creditors filing cassation as well as the judge's considerations regarding Supreme Court Decision No. 1454 K/Pdt.Sus-Pailit/2022. The research method used in this research is a normative juridical research method by examining court decisions and statutory regulations as primary legal materials and books, legal journals, legal theories, expert opinions, legal research results, and the media, printed or electronic for secondary legal materials as well as KBBI (Indonesian dictionaries), legal dictionaries, and legal encyclopedias as tertiary legal materials. The analysis technique applied is a qualitative method through literature study. The results of research and analysis from this research show that Garuda Indonesia was experiencing economic difficulties before Covid-19 which was then made worse by Covid-19 which limited people's mobility. One of Garuda Indonesia's creditors, namely PT Mitra Buana Koorporindo, then submitted a PKPU application which was approved and during the PKPU, Garuda Indonesia prepared a composition plan. The Composition Plan was then approved by a majority vote (95.07%) of the Creditors present so that the Garuda Indonesia PKPU ended with the Composition Plan. Garuda Indonesia's creditor, namely Greylag Goose Leasing, then submitted a cassation request because the voting methodology used did not meet the legal basis and the PKPU debtor had violated the lease agreement, but for this reason, the Supreme Court rejected the cassation because the reasons for the cassation request did not included in the reasons for rejecting the settlement, such as stated in Article 285 paragraph (2) of Law No. 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations.*

**Keywords: PKPU, Composition Plan, Covid-19, Garuda Indonesia, Homologation**