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Proliferation of Resolution of Bankruptcy and Delay of Debt Payment Obligations in Indonesia

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Normatively, based on Constitutional Court Decision Number 93/PUU/X/2012, the resolution of Islamic economic disputes will be decided by the Religious Court, but in general, other Islamic economic disputes are still decided by the Commercial Court, mainly regarding bankruptcy, postponement cases of debt obligations and payments based on sharia contracts. This paper focuses on three things, first; what caused the case is still under the authority of the Commercial Court, second; what are the legal consequences if the case is resolved through the Commercial Court, and how the legal argumentation about the competence of the Religious Court in bankruptcy and postponement of obligations and debt repayment cases applies when they are based on the sharia contract. The results of the study found that, if the case was still being handled by the Commercial Court because of the conflicting norms between the bankruptcy law and the Supreme Court Regulations on Compilation of Sharia Economic Laws which had not yet been finalized, there was a legal vacuum between bankruptcy based on sharia agreement and the existence of a Decree by the Supreme Court (Number 32/SK/ IV/2006 concerning Instructions for Implementation of Book II). The legal consequences if the case is handled by the Commercial Procurement will occur coercion of the substance of Islamic economic law into conventional economic law, asynchronous between dispute resolution within the contract and the concept of case settlement, will prioritise business principles and business continuity rather than deliver substantive justice.

Key words: *Proliferation, Bankruptcy and Debt.*

Introduction

A bank is a business entity that collects funds from the public in the form of deposits and distributes them to the public in the form of credit or other forms to improve the lives of many people. To achieve these objectives the implementation of development must always pay attention to harmony and balance of various elements of development, including in the economic and financial fields. The banking sector has a strategic position as an intermediary institution (financial intermediary) to support the smooth running of the economy. Islamic banks as a sub-part of the banking system in Indonesia, which is under the auspices of BI legally and hierarchically, of course are subject to general banking rules, including all regulations concerning monetary policy, on the macro level, which intersects with the banking sector as a whole. The main difference with conventional banks is profit sharing, the Sharia Syari'ah Nasional (DSN) and the dispute resolution agency through the National Sharia Arbitration Board and Religious Courts. (A.K. Jaelani & U Basuki, 2018)

Disputes usually occur because of a difference and/or conflict between two or more parties. In the banking industry there are often disputes between banks and customers related to bank products, especially in the financing/credit sector ie. lending. The customer as the debtor is not always able to keep the commitment in making debt payments to the bank as the creditor. The agreement between the customer and the bank is stated in an agreement or notarial agreement signed by both parties, so that, not infrequently, the customer as a debtor is bankrupted by the bank because of default on their debt. As is the case with conventional banks, disputes between customers and banks related to bankruptcy and delays in debt repayment obligations are also very likely to occur in Islamic banking. (A.D. Basri, 2019)

Since the Constitutional Court Decision Number 093/PUU-X/2012 came about, the quo vadis concerning dualism of authority over the resolution of Islamic economic disputes has ended. The Religious Court is constitutionally the only institution authorized to settle Islamic economic disputes through litigation. However, this authority is not fully operational, and there are still other sharia economic disputes, the settlement of which is decided by the Commercial Court within the scope of the General Courts, namely the bankruptcy dispute and the Postponement of the Obligation for Debt Payment, of Islamic financial institutions. Normatively, since the Constitutional Court Decision Number 93/PUU-X/2012 of August 29, 2013, litigation of Islamic financial institutions is no longer possible with litigation by the Commercial Court within the General Courts. For trial, all types of Islamic financial institution disputes should have been the absolute authority of the Religious Court, including bankruptcy and PKPU disputes of Islamic financial institutions.

Based on the above background, this paper will examine three issues, as follows;

First, how the proliferation of bankruptcy and Deferment of Debt Payment Obligations settlement based on sharia agreements is still handled by the Commercial Court and its legal consequences. (R. Ardyati & E.A. Carollina, 2019)

Results and Discussion

Judicial Rights of Individual Bankrupt Debtors with Good Intentions in Indonesia When Resolving Bankruptcy Cases

A good law on bankruptcy must offer compensation and equalize rights for all creditors, debtors and the public. Constitutional security shows the role of law as a way of protecting human interests and at the same time shows that the aim of law is to establish an orderly society, to create order and equilibrium, such that human interests are supposed to be protected in society. Constitutional protection for holders of owner rests and comes from recognition and human rights enforcement. The principle of legal protection for the people of Indonesia is the concept of respect and preservation of human dignity and the sources derived from Pancasila. (Siti Anisah, 2008)

In the General Description of the Bankruptcy Law and Postponement of Debt Payment Obligations it is specified that all creditors and debtors whose motives are not good or deceptive are to avoid the abuse of bankruptcy institutions and institutions. Naturally the bankruptcy statute must be the trustee in good faith in this situation. In addition, the notion of good faith is not expressly contained in the law, which results in a lack of uniformity in the definition of good faith. Within court rulings which have a broad definition of good faith, a definition of good faith can be found. In this case, the court does not fully grasp the meaning, standards and functions of good faith.(Asyhadie, Zaeni, 2012)

The court has a diverse understanding of good faith, according to Ridwan Khairandy. There are decisions that equate good faith with integrity, some interpret good faith with property and justice, some claim that good faith is equated with reason and propriety, and others extend the role of good faith in the jurisdiction of judges to alter the terms of the contract by which the terms of the contract and negate. Thus, different understandings of the meaning and function of good faith are used in the consideration of court decisions by judges. Sutan Remy Sjahdeini argues that good faith is one party 's intention in a deal not to harm his promised partners or to harm the public interest. An intention is something that is abstract in somebody's mind, and that intention must be an honest intention not to damage his promising partner.(Ikhwansyah, Isis, Dewi Judiasih, Sonny, dan Rani Suryani Pustikasari, 2012)

The Bankruptcy and Debt Relief Obligation Act does not have a standard or restriction specifying whether a debtor is considered to be unable to pay In the clarification of Section 57

subsection (1), the Bankruptcy Law merely states that insolvency is a consequence of being unable to pay, but it does not become a requirement for issuing a bankruptcy declaration. This is different from the provisions of Article 1(1) of the Faithissementsverordening which states that an application for bankruptcy can be lodged against debtors who are unable to pay their debts and who are in a position to avoid repaying their debts. There is a provision in Faillissementsverordening which states that the court conducts an insolvency test on the debtor to be bankrupt.(Ridwan Khaerandy, 2013)

Description of Insolvency as per JB. Huizink refers to a collection of rules governing the debtors' relationship with their creditors (who are in difficulties with payment due to financial incapacity). As M. puts it Hadi Subhan, an insolvency bankruptcy firm is said to be if the book value of its total liabilities exceeds the market value of all business properties. Remy Sjahdeini offered her views on whether a debtor may be considered to be in an insolvent state, that is, whether the debtor is no longer able to repay any of his debts financially or the total value of his assets is less than the value of the liabilities.

On the basis of the above description, it can be seen that the Bankruptcy and Debt Obligation Obligation Act does not apply the existence of insolvency tests that determine the condition that only truly insolvent debtors can be bankrupted. Not applying this insolvency test caused several businesses in Indonesia to legally go bankrupt while the company was still solvent according to accounting calculations. This shows that bankruptcy provisions that are very easy and clear in the Bankruptcy and Debt Obligation Laws are made to protect creditors from actions by debtors who are genuinely financially competent but not willing to pay their debts (debts), not simply as a way out for debtors that are unable to pay (stop payment) their debts. By considering whether the debtor is solvent or insolvent, bankruptcy ultimately becomes an tool to punish debtors who are unable to pay and unable to pay. This is in line with Sutan Remy Sjahdeini 's opinion that there are two explanations why creditors search for debtors who are still solvent: firstly, it is meant as a deterrent to debtors to pay off their debts; secondly, since the bankruptcy procedure is considered quicker and simpler than a civil suit or arbitration settlement, so bankruptcy is used as a coercion and extortion tool. (Ridwan Khaerandy, 2008)

There is no distinction between individual and corporate bankruptcy in the Bankruptcy Act and the Debt Payment Obligation, although there are substantial variations between the two relating to responsibility for debtors' debts to creditors, the bankruptcy process filed by the debtor himself, and the effect of the outstanding debts left after the bankruptcy is over. Under Article 1 paragraph 3 of the Bankruptcy Law and Delay in Debt Payment Obligation, the concept of a debtor is a person who has a debt owing to an arrangement or statute whose repayment may be recovered in court. It is stated in Article 1 number 4 of the Bankruptcy Act and Suspension of Debt Payment Obligations that a bankrupt debtor is a debtor deemed bankrupt by court order. Under Article 1(11) what is meant by each person is an individual or a company including a

company in the form of a legal entity or not a liquidating legal entity. The Bankruptcy and Debt Delay Liability Act does not differentiate between a bankruptcy of a legal entity or person, and all debtors of legal entities and persons are protected by the Bankruptcy and Debt Liability Obligation Act. This can be seen in Article 1(3) of the Bankruptcy and Postponement Act of Debt Payment Obligations, and Article 3(5) of the Bankruptcy and Postponement of Debt Obligation Act , which states that, in the case of a debtor as a legal entity, his place of residence is referred to in his association articles. The Bankruptcy Law and the Debt Payment Obligation unite the bankruptcy of an individual and a legal entity while, in the event of bankruptcy, the regulations on individuals, legal entities and not legal entities are different. (Bernard Nainggolan, 2011).

The absence of regulatory differences between individual bankruptcy and legal entity, including non-legal entity in the bankruptcy law and the delay in debt payment obligation, creates uncertainty in the application of the bankruptcy law, bearing in mind that the provisions on debtors' liability for their debts are regulated individually in both company law. Cooperative but there's no convergence of comprehension between persons bankruptcy, not private entities and civil entities. Based on the distinctions between individuals and companies, it demonstrates that a non-legal business organization is not a separate legal issue. Constitutional topics originating from non-legal organizations are company group leaders. The business entity is only a forum where its members can work together, and the business entity has no assets that are separate from the members' assets. The actions undertaken by the business entity in relation to third parties (creditors) are seen as the actions of private individuals. In the case of a bankruptcy, personal or collective obligation for its members must be borne by the effect of the business company debt. Thus, the debt is attached to the members ' personal selves. (Bernard Nainggolan, 2011).

Proliferation of Resolution of Bankruptcy and Delay of Debt Payment Obligations in Indonesia

Indonesia experienced a monetary crisis in July 1997 which started with the weakening of the rupiah against the US dollar. This caused Indonesian entrepreneurs, particularly foreign investors, to swell debts in foreign currencies, leading to many debtors who were unable to pay their debts. Furthermore, bad loans in the domestic banking sector had also risen exceedingly high. Since an effort to restructure debt would not always be successful, though attempts to go through bankruptcy using the faillissementsverordening process were too slow in these cases. The creditors, particularly foreign creditors, wanted to delete or amend Indonesian bankruptcy law immediately. The International Monetary Fund (IMF), as a creditor, claimed that in addition to attempts to address Indonesia's bank's bad loans, efforts to tackle the Indonesian monetary crisis were also inseparable from the need for Indonesian businessmen to clear foreign debts. The IMF then urged the Government to immediately

amend the bankruptcy statute, called the faillissementsverordening.(Karjoko L, Nurjanah Y, 2019)

As a result of the International Monetary Fund insistence, the government finally issued Regulation of the Government in Law No. 1 Year 1998 regarding amendments to the Bankruptcy Law which added to and amended the previous bankruptcy regulation. Five months after the issuance of the Bankruptcy Law on April 22, 1998, the Bankruptcy Law was submitted to the People's Representative Council Indonesia and on September 9, 1998 the Law was passed into Law Number 4 of 1998, and since then was changed to Law Number 37 of 2004. Specific arrangements regarding bankruptcy in Indonesia are regulated in Act Number 37 of 2004 Concerning Bankruptcy and Suspension of Debt Payment Obligations (PKPU). According to the Bankruptcy Law, as mentioned in article 1 paragraph (1), bankruptcy is a general confiscation of the assets of a bankrupt debtor whose management and settlement is carried out by a curator under the supervision of a supervisory judge as regulated in the law. The definition of bankruptcy referred to in Article 1 Number 1 of the Law provides that the statement of bankruptcy is a court decision, this shows that prior to the decision on the bankruptcy statement by the court, a debtor cannot be declared bankrupt. After the announcement of the bankruptcy decision, the provisions of article 1131 of the Civil Code apply. (Jaelani A.K, Handayani I.G.A.K.R, Karjoko L, 2019)

Bankruptcy law regulated by Law Number 37 of 2004, adheres to the principle of business competition in which the law does not consider the situation of the debtor to be solvent or insolvent, providing that it meets certain requirements, namely, a debtor who has two or more creditors and does not pay at least one debt that has matured and can now be collected, then the situation can be declared cumulatively bankrupt according to Judge Niaga. Because the bankruptcy and PKPU cases are voluntary in nature the case settlement targets are minimized over time, and this aims to facilitate the principles of ongoing business and business competition.
The Postponement of Debt Payment Obligations is an alternative debt settlement to avoid bankruptcy. According to Munir Fuady, the Postponement of the Obligation for Debt Payment (PKPU) is a certain period of time, given by the law through the decision of the Commercial Court, that the creditor and debtor are given to deliberate on the methods of paying the debts and reaching an agreement by providing a composition plan for all or part of the debt, including, if necessary, restructuring of the debt. Thus, the postponement of debt payment obligations (PKPU) is a kind of payment pause and is known as the legal moratorium. (Harimurti F, Jaelani A.K., 2019)

PKPU requests can be submitted by creditors or debtors to the Commercial Court and a PKPU's application can be submitted before there is a bankruptcy request submitted by the debtor or creditor or it can also be submitted after the original bankruptcy application is submitted but

no later than at the first hearing of the request for bankruptcy statement. However, if a request for bankruptcy and the postponement of debt payment obligations are submitted at the same time, then the PKPU request will be checked first. Based on the above understanding, it can be distinguished that in bankruptcy, the debtor's assets will be used to pay all their debts that have been matched, while in PKPU, the debtor's assets will be managed so that they produce income and can be used to pay the debts of the debtor. (S. Amran, 2017)

The intersection of authority, that occurs between the Commercial Court and the Religious Court in examining and adjudicating bankruptcy cases and PKPU in Islamic financial institutions, actually lies in the realm of the mixing of general conventional civil law areas into the realm of special civil law that uses the principles of Islamic economic law. The result is the expansion of the application of general civil law into the area of sharia economic law and this creates an element of legal uncertainty. So far, the bankruptcy understanding that is applied is from the general perspective, namely all individuals or corporations who experience bankruptcy so that it does not differentiate whether the bankruptcy is conventional or is bound by Islamic economic agreements in the contract. Whereas in the perspective of Islamic economic law itself bankruptcy, that occurs in Islamic financial institutions or bankruptcy for individuals who enter into agreements with Islamic economic agreements, is seen as part in the form of a "dispute" which becomes the jurisdiction of the Religious Courts in the general sense of article 49 letter (i) of Law Number 3 of 2006 concerning Religious Courts. Quoting M. Natsir Asnawi's opinion that as long as the details are not explained, the meaning of the word "dispute" must remain in general terms, namely covering all forms of disputes that have occurred and may occur in the field of Islamic economics. (Gumbira, S.W, Jaelani, A.K., Tejomurti, K, Saefudi, Y., 2019)

On the other hand, the intersection of authority also occurred due to the expansion of the authority of the Religious Courts to the realm of public law in the context of Islamic economic law. The principle of Islamic personality is no longer understood as an individual Muslim, but has been interpreted as a non-Muslim personality or conventional legal entity which voluntarily submits itself to and binds its contractual agreements based on Islamic economic agreements. The expansion of the competence of the Religious Courts into the realm of Islamic economic law has penetrated the boundaries of the area of general civil law, which has been a role model law for the people of Indonesia, so that the potential for mixing the territory of general civil law with Islamic economic law is increasingly apparent. Thus, the overlap in adjudicating matters of bankruptcy and PKPU in Islamic financial institutions lies in the occurrence of a conflict of authority between the Commercial Court and the Religious Court. Where Law No. 37 of 2004 requires the settlement of bankruptcy and PKPU cases to be decided by the Commercial Court by not distinguishing between bankruptcy in conventional financial institutions and Islamic financial institutions, Law Number 3 of 2006 mandates the settlement of Islamic economic disputes by the Religious Courts. The other syariah economic

disputes the Act refers to are all other types of civil disputes in the field of sharia economy, including a bankruptcy and PKPU dispute based on sharia agreement. (Indrastuti L, Jaelani A.K., Nurhidayatullah, Iswantoro, 2019)

The Commercial Court are the first to have a systemic impact on the application of material law used in handling bankruptcy cases based on sharia agreements. From the perspective of sharia bankruptcy in Indonesia, there is a tendency to change the essence of sharia debt to conventional debt. This gives the impression of coercion of the substance of Islamic economic law in order for it to become conventional economic law. Changes in the essence of such a legal relationship are evident from the requirements for filing for bankruptcy in article 2 Paragraph (1) of Law Number 37 of 2004 concerning Bankruptcy and Delaying Obligations of Debt Payment in regards to the existence of creditors and debtors. Any bankruptcy disputes based on sharia contracts always lead to forced efforts to come up with the terms creditor and debtor, even though these parties (creditors and debtors) do not exist in any sharia financing. In sharia financing there is only these known partnership relations, of the one party helping the other parties, which are financed help those who finance and vice versa, and there is no unfair profit taking in any Islamic financing. As a result of filing a bankruptcy case based on sharia contracts to the Commercial Court, the potential for mixing up the concept of sharia financing law with the concept of conventional debts will definitely occur. (Nurhidayatuloh, Febrian, Apriandi, M., Annalisa, Y., Sulistyaningrum, H.P., Handayani, I., Zuhro, F., Jaelani, A.K., Tedjomurti, K., 2019)

Second, another result of the trade court's handling of the Islamic financial institution's bankruptcy case is that the contract and the dispute settlement should be asynchronous. Philosophically, Islamic business terms such as *murabahah,* deliberation, *mudharabah, qardh, hiwalah, ijarah, kafalah* and so on prevail in Islamic banking sub-branches. Consequently, it is correct if the settlement of sharia banking cases takes place in a judicial environment that deals substantially with matters related to Islamic sharia values. Nevertheless, if submitted to a justice system that does not follow sharia law, what would result is the asynchrony between the substance of the contract and the resolution of the conflict, meaning that the contract is performed within the sharia system, while the resolution is implemented in a judicial setting that does not use sharia rules and principles. (M.N. Asnawi, 2014)

Third: The bankruptcy law regulated in Law Number 37 of 2004 adheres to the principle of business continuity, however this law does not pay attention to the debtor's financial health to assess if they are at all solvent or insolvent but looks at several other requirements, namely a debtor who has two or more creditors and does not pay off at least one debt that is past the payment due date and legally can be collected, then the situation can be declared cumulatively bankrupt according to Judge Niaga. This is contradictory to the concept of bankruptcy in Islam. The terms solvent or insolvent in the framework of Islamic bankruptcy law is known as

whether or not the debtor is ‘healthy’ and this ‘health’ can certainly be understood in terms of physical or financial. In the book Bidayatul Mujtahid, Ibn Rushd interpreted this ‘healthy’ word as physical and mental health, and debtors that are ill (not made up) do not have to be billed for their debts but are given an extended tolerance limit ie. time to hold off repaying their debts untill they are healthy and can get back to activity to start paying off their debts again. (A. Ghansam, 2017)

Conclusions

Bankruptcy and PKPU cases that were based on sharia agreements are absolutely to be decided on by the Religious Courts. This is based on two arguments namely Lex specialist and authority theory. The existence of PERMA No. 2 of 2008 overrides the provisions of the Bankruptcy Law whose legal norms do not yet reach the substance of Islamic economic law. Based on the theory of authority it is clear that there is a limit on the authority to judge. The Bankruptcy Law only has the competence to adjudicate bankruptcy and PKPU cases in conventional financial institutions while the Religious Court Law hears all Islamic economic disputes including bankruptcy and PKPU in sharia financial institutions.

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