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# Analysis of the Supreme Court Decision that Canceled the Decision of the Jakarta Commercial Court in the PKPU Case of PT Asuransi Jiwa Kresna

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*Bankruptcy; Homologation; Postponement of Debt Payment Obligations (PKPU).*

***ABSTRACT***

*This study aims to analyze 1) the Judge's legal considerations in granting the application for Postponement of Debt Payment Obligations (PKPU) against PT Asuransi Jiwa Kresna filed by Policyholders, 2) the suitability of Decision Number 647 K/Pdt.Sus-Bankruptcy/2021 dated June 8, 2021, with Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations. Normative juridical research with a statutory approach and case approach. Primary and secondary legal data are analyzed by concluding a general problem to the concrete problem at hand. The results showed that 1) The Panel of Judges granting PKPU applications in civil procedural law must be proven by the parties to civil litigation, not the law, but the event or legal relationship. In civil cases, the judge must conduct an assessment of the events submitted by the litigants, and then separate which events are important and which are not important. It is the important events that must be proven. The means of evidence include written letters, evidence by witnesses, and presumptive evidence. 2) The conformity of Decision Number 647 K/Pdt.Sus-Bankruptcy/2021 with Law Number 37 of 2004 concerning Bankruptcy and PKPU in this case, which is a bankruptcy case, follows the procedure for civil proceedings in general. However, evidence was provided simultaneously with the submission of the application to the clerk. The evidence was that the transactions carried out by the respondent were not following the homologation agreement, regardless of whether the debt owed by the respondent to the applicant was paid off.*

## A. INTRODUCTION

Indonesia as a state of law (*rechstaat*) (Soeprapto, 2020). Broadly speaking, laws are made to regulate life in the nation and state. These rules are arranged in such a way as to produce a hierarchy of laws and regulations starting from the 1945 Constitution of the Republic of Indonesia, Decree of the People's Consultative Assembly (TAP MPR), laws/government regulations instead of laws, government regulations, presidential regulations, provincial regional regulations, to district/city regional regulations (Law Number 15 of 2019 Concerning Amendments to Law Number 12 of 2011 Concerning the Formation of Laws and Regulations, 2019).

In practice, these laws and regulations must follow the principles of *Lex Posteriori Derogat Legi Priori* (the latest law overrides the old law) and *Lex Superiori Derogat Legi Inferiori* (higher law overrides lower law) or in another meaning, it can be seen that the meaning of the legal principle means that laws in a lower position must not conflict with higher laws. This applies to all laws and regulations in educational, social, cultural, political, and economic aspects (Mustika et al., 2021).

It should be noted that since the post-reform economic development in Indonesia, today has been very massive, if the arrangements regarding aspects of economic law only refer to the old rules, then the arrangements are not ideal because there are still many things that have not been regulated clearly and clearly, due to the lack of ideality of these regulations resulting in a legal vacuum (*rechtsvacuum*) and or vacuum of norms which has an impact on legal uncertainty (*rechtsonzekerheid*) and or legal chaos (*rechtsverwarring*). Therefore, to avoid this, experts continue to reform economic law, including business law.

On April 22, 1998, the Government enacted Government Regulation instead of Law (Perpu) Number 1 of 1998 concerning Amendments to the Law on Bankruptcy, which was later enacted into law by Law Number 4 of 1998. The Government Regulation instead of law was enacted with the consideration that the existing Bankruptcy Law (*Faillisementsverordening, Staatsblad 1905:217 junto Staatsblad 1906:348*) is a legacy legislation of the Dutch East Indies Colonial government that is no longer following the needs of the community and legal developments in the economic sector, especially for debt settlement (Noor, 2014).

With the rapid development of the economy and trade, it is necessary to regulate the settlement of receivables with a broader scope. This is what prompted the birth of the Bankruptcy and PKPU Law (KPKPU Law). The law in question was born because it was driven by the needs of the business world for legal tools in resolving debt and credit problems that are fair, fast, open, and effective (BPHN, 2017)

The concept of PKPU itself is a method used to avoid bankruptcy of the debtor's assets both individually and as a legal entity, PKPU aims to maintain business continuity and improve economic conditions and the ability to make profits. In this way, the debtor can likely carry out his obligations (Sentosa, 2006). The obligation in question is to pay a sum of money to the creditor, whether the obligation arises because of any agreement (not limited to debt and credit obligations only) arises because of the provisions of the law, and arises because of a judge's decision that has permanent legal force (Sjahdeini, 2004) In line with this, PKPU (suspension of payment or *surseance van betaling*) is a period given by law through a Commercial Court judge's decision, during which the creditors and debtors are allowed to deliberate on ways to pay their debts by providing a payment plan for all or part of the debt, including the restructuring of the debt. So the postponement of debt payment obligations is a type of moratorium, in this case, a legal moratorium (Fuady, 2017).

The KPKPU Law opens the right for creditors to file for PKPU if it is estimated that the debtor is no longer able to pay its debts. However, it is the debtor who makes a

peace plan for all creditors. This provision is unusual in the international bankruptcy system because PKPU is the debtor's right to propose debt restructuring based on the debtor's ability. In addition, PKPU is often misused to bankrupt the debtor, because after PKPU there is no other resolution other than bankruptcy (BPHN, 2017). Referring to the KPKPU Law, it is very clear that not all legal subjects can submit PKPU applications, only certain legal subjects can submit them.

In line with the scope and duties of the Financial Services Authority (OJK) in organizing an integrated system of regulation and supervision of all activities in the financial services sector, the authority to file for bankruptcy against insurance companies, sharia insurance companies, reinsurance companies, and sharia reinsurance companies, which was originally carried out by the minister of finance based on the KPKPU Law, has shifted to the authority of the OJK (Law No. 40 of 2014 on Insurance, 2014).

The enactment of the OJK Law has caused the authority to submit applications for bankruptcy statements and postponement of debt payment obligations stipulated in the KPKPU Law which is in the Minister of Finance to now switch to the OJK. As a party that can submit a request for a bankruptcy statement and postponement of debt payment obligations, OJK needs juridical reasons for the procedure for submitting it. One of the juridical reasons for submitting a request for a bankruptcy statement against the insurance company is that OJK issued OJK Regulation Number 28/POJK.05/2015 concerning the Dissolution, Liquidation, and Bankruptcy of Insurance Companies, Sharia Insurance Companies, Reinsurance Companies, and Sharia Reinsurance Companies when viewed from the formulation of these regulations OJK has not included the terms and procedures for submitting PKPU applications against insurance companies. If examined further, it is clear that bankruptcy applications and PKPU applications are two different things and have different legal consequences.

The first previous research study conducted by Birsye Niadora explained that the Supreme Court granted the cassation request and canceled the bankruptcy statement decision with the consideration that the Commercial Court had misapplied the applicable law because the application for a bankruptcy statement should be the last resort after a public auction through the Surakarta State Receivables and Auction Office (Niadora, 2015). Second, the research of Zahra Athirah and Heru Sugiyono explains the legal uncertainty in the decision to cancel the peace agreement because an agreement that has been ratified should not be canceled and the implementation of the cancellation of the ratified agreement has legal consequences for both the debtor and the creditor. The legal consequences are that the ratified peace agreement is considered to have never occurred and is null and void (Athirah & Sugiyono, 2023).

Based on the review of previous research above, there are similarities and differences where the similarities concern the Supreme Court's decision regarding the annulment of the decision, but what distinguishes it from previous research is that this study examines the judge's consideration in granting the PKPU application and the suitability of the decision with the KPKPU Law. So that this research presents novelty in research both in substance and the legal basis used.

Based on the above background, the objectives of this study are first, to analyze the legal considerations of the judge in granting the PKPU application against PT Asuransi Jiwa Kresna filed by policyholders. Second, the suitability of Decision Number 647 K/Pdt.Sus-Bankruptcy/2021 dated June 8, 2021, with the KPKPU Law.

## B. METHOD

This research uses normative juridical research methods with a statutory approach and a case approach. Sources of legal materials in the form of laws and regulations and Supreme Court decisions related to the issues discussed. The analysis technique carried out on legal materials that have been collected by researchers in the form of primary legal materials and secondary legal materials will be carried out deductively, namely by concluding a general problem to the concrete problem at hand. This is done to answer legal issues in this research.

## C. RESULTS AND DISCUSSION

### Default Voids the Agreement

According to the legal dictionary, default means negligence, injury to promise, or not fulfilling its obligations in the agreement. Thus, default is a situation in which a debtor (owed) does not fulfill or carry out the performance as stipulated in an agreement (Simanjuntak, 2017).

Default must be based on an agreement, whether the agreement is made orally or in writing, either in the form of an agreement under the hand or in an authentic deed. A person cannot be declared in default if he is not bound by a contractual relationship (Simanjuntak, 2017). A contractual relationship will give birth to positive and negative obligations. A positive obligation is an obligation to do something, while a negative one is an obligation to comply with a prohibition.

The principle embodied in the contractual relationship is that there is a guarantee of certainty of contract performance. When a contract is not performed, the rule of law requires the payment of a fine. In the payment of fines obligations to one of the parties must be proportional following its fault. The emphasis in the implementation of the contract that is measured is the principle of balancing the overall burden of obligations contained in the contractual relationship. So that conflicts of interest between the rights and obligations of the parties do not occur. In the absence of a balance in the implementation of rights and obligations in contractual relations, there will be a violation of the interests or rights of one of the parties, and if this happens, a legal event called default will arise (Simanjuntak, 2017).

According to Setiawan, in practice, broken promises in civil law are often found, namely: a) Not fulfilling the performance at all; b) Late in fulfilling the performance; and c) Fulfilling the performance poorly.

According to R. Subekti, default (*negligence*) of a debtor can be in the form of not doing what he promised to do; doing what he promised, but not as promised; doing what was promised but late; and doing something that according to the agreement he should

not do (Subekti, 2003). As a result of default by the debtor, it can cause losses to the creditor. Sanctions or legal consequences for debtors in default include: the debtor is required to pay compensation suffered by the creditor (Article 1243 of the Civil Code); cancellation of the agreement accompanied by payment of compensation (Article 1267 of the Civil Code); risk transfer to the debtor from the time of default (Article 1237 paragraph (2) of the Civil Code); and payment of court costs if brought before a judge (Article 181 paragraph (1) HIR) (Subekti & Tjitrosudibio, 2017).

A debtor who is accused of negligence and asked to be given a penalty for negligence can defend himself by submitting several reasons to free himself from these penalties. These reasons are stating the existence of force majeure (*overmacht*); stating that the creditor has been negligent; and stating that the creditor has waived his rights. According to Abdulkadir Muhammad, force majeure is a situation where the debtor cannot fulfill the performance due to an event not due to his fault, which event cannot be known or cannot be expected to occur at the time of making the engagement (Muhammad, 2014). Force majeure or extraordinary events are a form of force majeure, such as the occurrence of a fire in the debtor's factory that disrupts production activities, or damage to raw materials that make the debtor lose money and have difficulty paying debt installments to creditors.

**Bankruptcy Law and Dispute Resolution in Bankruptcy**

Bankruptcy is a general confiscation that covers the entire wealth of a creditor for the benefit of all its creditors. The purpose of bankruptcy is the distribution of the debtor's assets by the curator to all creditors by taking into account the rights of each of these creditors expertly. In the implementation of general confiscation, confiscation and execution by creditors individually must be avoided. Article 2 paragraph (1) of the KPKPU Law emphasizes that there must be at least two creditors and the debtor must be unable to pay at least one debt that is due and collectible (Syahrani, 2010). According to Sri Rejeki Hartono, the bankruptcy institution has two functions at once. *First*, bankruptcy as an institution assures its creditors that the debtor will not cheat and remain responsible for all his debts to all his creditors. *Second*, it protects the debtor against the possibility of mass execution by its creditors (Hartono, 2003).

An application for a declaration of bankruptcy can be filed by the debtor, one or more creditors, the prosecutor for the public interest, Bank Indonesia if the debtor is a bank, Bapepam if the debtor is a securities company, stock exchange, clearing and guarantee institution, and depository and settlement institution, the minister of finance if the debtor is an insurance company, reinsurance, pension fund, and BUMN engaged in the public interest. A hypothetical example of the prosecutor's authority to bankrupt a debtor in the public interest: for example, there is fraud in the business sector by a person who has been financially victimized. In this case, the prosecutor can act to bankrupt the fraudster to return the money to his creditors, the people he has defrauded.

The declaration of bankruptcy is carried out by a special court called the Commercial Court. The commercial court established under the Bankruptcy Law is a court within the general judicial body, so it is not an independent judicial body. The

Commercial Court has the authority to deal with specific bankruptcy issues. The task of this institution is to examine and decide on bankruptcy applications and postponement of debt payment obligations at the first instance court with a panel of judges. Bankruptcy cases will generally only occur in Jakarta or other big cities, considering that these cities are the seat of the BHP (Balai Harta Peninggalan) (Simatupang, 2018).

The Bankruptcy Law eliminates appeals against bankruptcy decisions. The only legal remedy for the decision of the court of first instance (Commercial Court) is through cassation to the Supreme Court. This provision is an amendment or improvement of the bankruptcy regulations. The elimination of such appeals is intended to ensure that the bankruptcy petition process can be completed quickly and straightforwardly. In this case, in addition to cassation, judicial review is also possible as long as the requirements as stipulated in Article 295 paragraph (2) of the KPKPU Law can be met (Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations, 2004).

In addition to the above, bankruptcy judges are specialized judges. The period of the judicial process is limited, so the litigation and proof procedures are simpler. There are supervisory and curatorial judges in bankruptcy cases. The principle of "presumption of knowledge" and the principle of reverse proof against the transfer of debtor's assets in certain cases. The plaintiff must be represented by an advocate (Hidayat, 2015). Suspension of execution rights of holders of certain debt security rights, namely during certain periods when the right to execute debt collateral is in the hands of a separatist creditor (creditor with security rights), the creditor cannot execute it because it is in a waiting period for a certain period and is only allowed to execute it when the waiting period has passed. Parties involved in the process of managing bankruptcy assets: a) Supervisory Judge; b) Curator; and c) Creditors Committee (Astara, 2018).

The curator generally has the task of managing and/or administering the bankruptcy estate. This task can be carried out from the date of the bankruptcy declaration decision even though the decision has not yet been *inkracht*, namely even though the decision is still filed for cassation and/or review (Astara, 2018). In addition to the curator (permanent curator), there is also a temporary curator. In principle, the duties of the temporary curator are more limited than those of the permanent curator. The temporary curator only serves as a supervisor. This means that they only supervise the debtor, especially the management of the debtor's business, payments to creditors, the transfer of the debtor's assets, and the guarantee of the debtor's assets. This temporary curator is appointed before the bankruptcy verdict is handed down, which in this case is appointed by each creditor of Bank Indonesia, Bapepam, the Ministry of Finance, or the Prosecutor. A provisional curator is needed because before the declaration is made, the debtor is not yet bankrupt so he is still authorized to manage his assets. The provisional curator will supervise the debtor to avoid undesirable things done by the debtor who is not yet bankrupt (Hasanah et al., 2023).

**Analysis of the Results of Decision Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst.**

The theoretical basis is that in bankruptcy following the provisions of civil procedural law, the evidence that can be used in a civil case is letter or written evidence, evidence by witnesses, and evidence of suspicion (Fuady, 2014).

Mail or written evidence can be in the form of a letter written by the party concerned underhand or made by another party who is entitled to do so. Some written evidence is authentic deeds, deeds underhand, and ordinary letters. For evidence by witnesses, in practice, it is testimony that can explain what he saw and heard himself at the time the legal act was carried out. Meanwhile, presumptive evidence is indirect evidence.

In bankruptcy cases, examples of evidence can be in the form of articles of association, and agreements that prove the existence of debt. Research in the theoretical basis considers that evidence in bankruptcy cases is submitted at the time before the case is brought to trial based on Article 6 paragraph (3) of the KPKPU Law which reads, that the registrar must reject the registration of an application for a bankruptcy statement for the institution as referred to in Article 2 paragraph (3), paragraph (4), and paragraph (5) if it is not carried out following the provisions in these paragraphs. From this statement, it can be concluded that the registrar has the authority of the validity of a bankruptcy petition based on the examination of the documents attached to the bankruptcy petition, namely evidence. However by the Constitutional Court through Constitutional Court Decision Number 071/PUU-II/2004 and Decision Number 001-002/PUU.III/2005 the enforcement was revoked, this custom is still carried out and the examination of documents will also be carried out by the Panel of Judges before entering the agenda of the evidentiary hearing including matters relating to the legal standing of the applicant at the beginning of the trial.

The principle of *pacta sunt servanda* means that the contract is legally binding (Tiodor et al., 2023). Based on Article 1338 of the Civil Code, agreements made in a legal manner act as laws for the parties who make or bind themselves. An agreement can be said to be valid if it fulfills the legal requirements of the agreement, namely: the agreement of the parties who bind themselves; the capability of making agreements; the existence of an agreement object; and halal causes. In this case, Lukman Wibowo (Applicant) is bound by a joint agreement with PT Asuransi Jiwa Kresna (Respondent), namely a peace agreement that has been authorized (*homologated*) by the Commercial Court.

Following the principle of *pacta sunt servanda*, hereby the peace agreement between the Applicant and the Respondent is binding on both parties and the agreement must be carried out as if obeying a law. Based on Article 1243 of the Civil Code, if the agreement is not fulfilled by the debtor, or reminded of his negligence is still negligent, or fulfills the agreement but has matured from the time it should be fulfilled, the debtor must provide reimbursement of costs, losses and interest to the debtor. There is an exception in Article 1245 of the Civil Code to the reimbursement of costs and interest, if the reason for not being able to fulfill the promise is due to force majeure or unintentional

events of the debtor that make the debtor unable to fulfill it. The form of negligence or violation in carrying out the contents of the agreement is an act of default, with the existence of default, an agreement can be canceled before the court.

According to R. Subekti, the default (*negligence*) of a debtor can be in the form of not doing what he promised to do; doing what he promised but not as promised; doing what was promised but late; and doing something that according to the agreement he should not do (Yahman, 2016). In bankruptcy law regulated in Article 170 paragraph (1) of the KPKPU Law, a peace agreement that has been ratified by a judge (*homologation*) can be canceled by a creditor if the debtor fails to fulfill the contents of the peace agreement.

Lukman Wibowo (Petitioner) applied for cancellation of peace or homologation due to default committed by the company Lukman Wibowo (Respondent). This request for cancellation of peace must be submitted by an advocate Article 7 paragraph (1) jo. Article 171 KPKPU Law, except in the case of Article 2 KPKPU Law:

a. The debtor is a bank, so the one who has the authority to submit it is Bank Indonesia, with the existence of the OJK Law, the submission of a request for cancellation of peace or a request for a bankruptcy statement is the joint authority of Bank Indonesia and OJK, which work together or coordinate;(Mudita et al., 2020).

b. If the debtor is a securities company, stock exchange, clearing and guarantee institution, depository, and settlement institution, then the authority to apply for cancellation is held by the Capital Market Supervisory Agency; and

c. Debtors are insurance companies, reinsurance companies, pension funds, and SOEs in the field of public interest held by the Minister of Finance.

Through the OJK Law, the task of regulating and supervising financial services activities in the banking sector, capital markets, insurance, pension funds, financing institutions, and other financial services institutions is the task of the OJK, Article 6 of the OJK Law.

The researcher's opinion is that based on the subject matter of the lawsuit above, the debtor has committed an act of default against the creditor as explained in the previous paragraph on the definition of default according to R. Subekti. The existence of default in the agreement is a form of negligence by the debtor to fulfill the agreement. Based on the contents of Article 1.10 of the Peace Agreement, the agreement has emphasized the consequences that will be faced if the Respondent breaks his promise. Following Article 170 paragraph (1) of the KPKPU Law, because of this negligence, the creditor may request the cancellation of homologation.

In canceling peace (*homologation*) the debtor must prove that the debtor has fulfilled the agreement. In Article 291 of the KPKPU Law, if the debtor fails to prove that it has properly fulfilled the contents of the peace agreement, the judge can give a decision to cancel the peace agreement and declare the debtor bankrupt in the same decision as well as automatically. The cancellation of the peace agreement results in the reopening of

the debtor's bankruptcy. Debtors can be bankrupted if it is proven that they have two or more creditors and at least one unpaid debt (Article 2 paragraph (1) KPKPU Law).

**Analysis of Decision Number 647 K/Pdt.Sus-Bankruptcy/2021.**

Regardless of the reasons for the cassation submitted by the Cassation Petitioners, the *judex facti's* decision was wrong in applying the law with the following analysis:

*The judex facti* decision appealed for cassation, in this case, contains the ratification of peace so that based on the provisions of Article 285 paragraph (4) of the KPKPU Law, cassation legal remedies can be filed;

Regarding the subject matter, the *judex facti* decision in this case, namely Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated February 18, 2021, cannot be separated from the Temporary PKPU Decision Number 389/Pdt.Sus-PKPU/PN.Niaga.Jkt.Pst., dated December 10, 2020 Permanent PKPU Decision Number 389/Pdt.Sus-PKPU/PN.Niaga.Jkt.Pst. dated January 22, 2021, because the two decisions are the starting point (*causa prima*) for the imposition of a homologation decision in this case so there could be no homologation decision in this case without the PKPU decision;

Because the request for homologation in this case is based on the Temporary PKPU Decision Number 389/Pdt.Sus-PKPU/PN Niaga.Jkt.Pst., dated December 10, 2020, *junto* the Permanent PKPU Decision Number 389/Pdt.Sus-PKPU/PN Niaga.Jkt.Pst., dated January 22, 2021, the PKPU application addendum;

Thus, to assess the absence of *judex facti* rebuttal in this case, it is necessary to consider the absence of error in the Temporary PKPU decision in conjunction with the Permanent PKPU;

After carefully studying and examining the considerations and the Temporary PKPU Decision dated December 10, 2020, *junto* the Permanent PKPU Decision dated January 22, 2021, the Supreme Court believes that the *judex facti* in the PKPU case misapplied the law for the following reasons:

Based on the provisions of Article 223 in conjunction with Article 2 paragraph (5) of the KPKPU Law in conjunction with the OJK Law in conjunction with Article 50 paragraph (1) of the Insurance Law, the party that has legal standing to submit a PKPU application against an insurance company is not given to creditors or debtors, but only to one institution, namely the Minister of Finance and then switches to the OJK;

The PKPU Applicant in this case is an individual creditor while the PKPU Respondent is an insurance company PT Asuransi Jiwa Kresna, so the Temporary PKPU Decision and the Permanent PKPU Decision are contrary to the provisions of Article 223 in conjunction with Article 2 paragraph (5) of the KPKPU Law;

Therefore, the request for PKPU, in this case, cannot be accepted because it is submitted by the Applicant that although judges are authorized to interpret a law, such interpretation can only be done if the norm of the provision is not clear so that it is interpreted;

The *judex facti* in the Decision on Temporary PKPU *junto* Permanent PKPU in this

case interpreted the provisions governing the parties authorized to file PKPU applications against insurance companies, which provisions contained clear norms, namely the OJK, so it was not appropriate for the *judex facti* to interpret these provisions;

The procedure for filing PKPU and bankruptcy applications is regulated through a special law, namely the KPKPU Law so that following the principle of *lex specialis derogat legi generalis*, bankruptcy and PKPU applications must be examined and decided based on the corridors of the KPKPU Law;

In its consideration, the *judex facti* in the Temporary PKPU decision in conjunction with the Permanent PKPU decision examined and decided the application based on Law Number 30 of 2014 concerning Government Administration, which is a very fundamental error because it examines and adjudicates PKPU applications based on the provisions of general laws outside the corridors of special laws, namely the KPKPU Law;

Because the two decisions based on which the homologation application was submitted in this case, PKPU Decision Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated December 4, 2020, in conjunction with Permanent PKPU Decision Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated January 22, 2021 are wrong decisions, the entire decision in the case a quo is defective and must be declared void by the Supreme Court.

Because all *judex facti* decisions, in this case, are void, the consequence is that the Respondent, namely PT Asuransi Jiwa Kresna, is back in its original state before the PKPU and homologation decisions.

Based on the above considerations, the Supreme Court believes that there are sufficient reasons to grant the cassation petition filed by the Cassation Petitioners, Nelly and friends, and annul the Decision of the Commercial Court at the Central Jakarta District Court Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated February 48, 2021 in conjunction with the Permanent PKPU Decision Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated January 22, 2021 in conjunction with the Temporary PKPU Decision Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated December 10, 2020, then the Supreme Court will hear this case itself.

Because the cassation petition of the Cassation Petitioners is granted and the Cassation Respondent/PKPU Applicant is on the losing side, the Cassation Respondent/PKPU Applicant must be ordered to pay court costs at all judicial levels. The panel of judges in Cassation Decision Number 647/K/Pdt.Sus-Bankruptcy/2021 has correctly applied the KPKPU Law and granted the cassation petition of the Cassation Petitioners 1) Nelly, 2) Anna Sanusi, 3) Da Vida Nuraini, 4) Siti Khalida Oesman, 5) Tan Surjani, 6) Jo Giok Bwee, and canceled the decision to validate the peace agreement (homologation), namely the Decision of the Commercial Court at the Central Jakarta District Court Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated February 18, 2020 *junto* Permanent PKPU Decision Number 389/Pdt.Sus-PKPU/PN.Niaga.Jkt.Selatan dated January 22, 2021, *junto* Temporary PKPU Decision Number 389/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst., dated December 10, 2020. To reject the Petitioner's PKPU application in its entirety. Punish the Cassation Respondent/PKPU Applicant to

pay court costs at all levels of court, which in the cassation level is set at IDR 5,000,000.00 (five million rupiah).

## D. CONCLUSION

The legal considerations of the panel of judges in granting the PKPU application against PT Asuransi Jiwa Kresna filed by policyholders in civil procedural law must be proven by the parties to civil litigation, not the law, but the event or legal relationship. In civil cases, the judge must conduct an assessment of the events submitted by the litigants, and then separate which events are relevant and irrelevant. Important events are what must be proven, while events that are not important do not need to be proven. Things that must be proven are things that become disputes or disputes that are submitted by the party but are denied or denied by the other party. The means of evidence include written letters, evidence by witnesses, and presumptive evidence.

The conformity of Decision Number 647 K/Pdt.Sus-Bankruptcy/2021 dated June 8, 2021, with the KPKPU Law in this case, which is a bankruptcy case, follows the procedure for civil proceedings in general. However, evidence is provided at the same time as the application is submitted to the clerk. The evidence is that the transactions carried out by the respondent do not follow the homologation agreement, regardless of whether the debt owed by the respondent to the applicant is paid off.

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