Reviewing the Comparison of the Legal Bankruptcy System Between Indonesia and the Netherlands

Sumurung P Simaremare[a], Bismar Nasution[b], Sunarmi[c], Edi Yunara[d]
[a]Universitas Sumatera Utara, Faculty of Law and Kejaksaan Republik Indonesia/Indonesia
[b]Universitas Sumatera Utara, Faculty of Law, Medan/Indonesia
[c]Universitas Sumatera Utara, Faculty of Law, Medan/Indonesia
[d]Universitas Sumatera Utara, Faculty of Law, Medan/Indonesia

Article History: Received: 10 November 2020; Revised 12 January 2021 Accepted: 27 January 2021; Published online: 5 April 2021

Abstract: Introduction: Dutch colonialisation of Indonesia provides many legacies, one of which is a legal product. The bankruptcy law specifically initially adopted Verordening Faillisements as the bankruptcy law. The development of the times was followed by the increasing complexity of the problems and demands for resolution-making legal changes necessary, of course, this happened in the two countries with the Netherlands, which used the Dutch Bankruptcy Act and Indonesia with Law Number 34 of 2004 having differences in the classification of Bankruptcy and its resolution.

Research Objectives: This study analyses the bankruptcy legal system's comparison between Indonesia and the Netherlands.

Research Methods: The type of research used is normative legal research with a comparative approach.

Conclusion: The comparison of the two bankruptcy laws was carried out to explore the differences between the two, which could be used as a basis for policy analysis that might later involve the two countries and reform the bankruptcy law in Indonesia in the future. The comparison of bankruptcy law is carried out using a statutory approach, comparative approach, a conceptual approach, and a historical approach. There are differences between the two laws of Bankruptcy adopted by Indonesia and the Netherlands, especially in determining a business's bankruptcy status and settling the Debtor's remaining debt to creditors. Where each country's legal system closely influences these differences, it is concluded that through its development, the Netherlands has implemented the Debt Forgiveness principle, contrary to Indonesia's principles, which still adheres to the Debt Collection principle.

Keywords: Bankruptcy, Debt Collection, Debt Forgiveness, Legal Comparability

1. Introduction

However, business development in Indonesia is unavoidable. This development covers the domestic dimension and has reached the development point of a multinational corporation, in which corporate capital is a crucial component with various sources. However, government banks and national private banks that generally come in loans have been dominating. Failure is one of the corporate colours (Jannah, 2015). An enterprise has experienced sales but still leaves its debts and claims and a letter of undertaking to pay where the debtor has stopped operation and defaults on the enterprise's debt payment agreement of the enterprise; because of the conditions, it is determined his payment obligation is not written off. A method of liquidation of remaining obligations is required in this case; Indonesia has a legal tool that provides for bankruptcy applications as set out in Law No 37 of 2004 on Bankruptcy and Debt Payment Obligations, which the curator shall adopt the state of Bankruptcy, management and payment of debts by debtors as a whole (Hariyadi, 2020).

Further application of the principle of creditorium parity and passu prorate parte in the regime of property law (vermogensrecht) Bankruptcy (Rabbani, 2017). The creditorium parity principle means that the debtor owns all debtor assets in respect of the settlement of debtor obligations in either movable or immovable properties or assets currently owned by the debtor and items in the future. In the meantime, pari passu prorate parte(Rahmawati, 2019) means that the assets constitute joint guarantees for creditors, except creditors who, according to legislation, must have a proportionate share of the proceeds that must take precedence in receiving their bill payments(H. Shubhan, 2015).

A company's bankruptcy status automatically modifies its legal status by its ability to control and manage its assets or assets at the date of its bankruptcy status (Karundeng, 2015). The main criterion to be declared bankroller is when a fair calculation determines that the assets held are not adequate for paying the remaining liabilities—theoretical results (Putra, 2019). Of course, the definition of this status concerns the interest of the debtor and the

creditor so that the rest of the assets are regulated in this situation so that the remaining debts can be paid out equitably. The status of Bankruptcy is entitled to be submitted by the debtor following applicable law. When the Debtor has a legal entity's status, then: a legal entity manages debt of the company using its assets because maladministration is not the cause of Bankruptcy. Misuse of Bankruptcy (misbruik) can be prevented if these conditions are laid down. It is necessary to establish the Bankruptcy cause in an instrument involving efforts to prove the Bankruptcy of an individual or legal entity so that the business was declared only based on the debtor's reasons. Insolvency. In particular, the Debtor's attitude and explanation concerning the Debtor's reasons or reasons not to pay the debt is a very decisive material for consideration, added if these statements are unsatisfactory to the reasons or reasons the Bankruptcy is doubted.

In the legal context, the Bankruptcy Law seeks to protect debtors by providing precise and clear answers to debt payment, and the Bankruptcy Law also seeks to protect debtors by giving them a way of paying their debt without paying them all at once, so that the company could rise again without debt burdens (Singadimeja et al., 2019).

The urgent application of the Model Law for Cross border insolvency (UNCITRAL), which will subsequently regulate bankruptcy problems and settlement of the remaining debts of businesses linked to relations among both countries, is necessary to compare bankroll laws between Indonesia and the Netherlands. In Indonesia and the Netherlands, differences in bankruptcy legislation have implications for payment of the debtors' remaining debt in the two states when the bankruptcy decision is ended. Besides, the legal similarities adopted in both countries certainly have positive and negative effects on a different law principle, particularly the legal rules governing Bankruptcy. Concerning comparison with developments in the bankruptcy law, the provisions of the bankruptcy requirements for settling the remaining debts of bankrupt debtors in Indonesia and the Netherlands will differ. In the Netherlands and Indonesia.

2. Research Methods

This study uses a kind of legislative investigation. Legal research normative legal investigations are carried out in the form of a library or secondary data examination. Doctrinal legal research (Natalis, 2020)(Noho, 2019) is also called doctrinal juridical research((Simaremare & Noho, 2021). Peter Mahmud Marzuki argues that regulatory legal research is a method of finding a response to the legal issues of the rule of law, legal principles, and doctrines. Law is often conceived as what is written in statutory regulations in such legal research, or Law is conceived of as a rule or standard, which is considered appropriate for human behaviour (Edytiawarman et al., 2020). The research approach method is comparative to compare the bankruptcy legal systems between Indonesia and the Netherlands. All data obtained will then be analysed qualitatively.

3. Discussion

Bankruptcy settlement in one country certainly differs from each other where it is affected by a country's legal system. As Indonesia, which adheres to the civil law system and which currently adopts a large number of legacy laws from the colonial era, Indonesia, the development of the law cannot, for example, in the case of Bankruptcy, be separated from the influence on the Netherlands law (Astutik & Trisiana, 2020).

To deeply understand the elements of legislation and the different conditions underlying the formation of those laws, a comparison was carried out of the bankruptcy laws of Indonesia and the Netherlands. The prospect of forming a global legal system and the diversity of laws that are very much related to the history of a country is the most exciting element behind it, revealed by comparative law experts. While debates on the diversity and uniformity of laws are wide-ranging, the development of comparative laws has provided an insight into the diversity of laws; this does not necessarily show a grown understanding of the diversity of laws, but rather an understanding that the diversity of pluralising characteristics is constantly undermining global legal unification. Glenn said harmonious legal diversity is natural and should be given priority at the global level.

Recent trends show a new focus on culture and society as a guide for analysing and understanding legislation, legality and legal certainty, or the rule of law. Comparisons of law are also made to improve national law through the specific development of an educated society, a concordance of legislative developments and not just a similar trend in general (Muliadi, 2017). Besides, the law claims to make foreign laws more understood by international law experts, which attracts more research (Ayangbah & Sun, 2017). David and Brierly argue that different political opinions can lead to different legislation and structures of the State, leading to the assumption that western laws are seen as more civilised, higher and other laws as inferior (Lopez-de-Silanes et al., 1999). However, emphasis and opinion must be placed on the idea that progressive social-legislative initiatives must come from West countries denying the ability and possibility of developing their Code of Conduct to non-European legal cultures.

If the laws of Bankruptcy in Indonesia and the Netherlands are compared, then a deeper understanding of Indonesian bankruptcy law's development will be gained by the Dutch state's influence.

Indonesia has 2004 Law No. 37, governing the issue of Bankruptcy. In Article 1(1) of Law No 37 of 2004, Bankruptcy is defined. If a judgment on Bankruptcy passes through a commercial court, a debtor is categorised as bankrupt. The legal result of a bankruptcy company is that the debtor's assets are generally placed under seizure (automatic stay), which prevents the debtor from securing or managing its assets. The national law on Bankruptcy in Indonesia implements creditorium parity principles and pari passu prorate parti in property law (vermogentsrechts) (Diza & Wiradirja, 2018).

The principle of creditorial parity is a manifestation of the equal position of creditors, which is the basis of the opinion that creditors have equal rights over the debtors' assets. If the debtor cannot comply with its debt settlement obligations, all the debtor's material assets will be used for its creditors. The pari passu prorate parte principle is that the property belonging to a person will become a guarantee for all creditors when the revenue generated by the collection of the assets is equally and proportionately distributed unless there are creditors whose debts must be settled according to the law. The principle of bankruptcy and suspension law Purchasing debts reflects the provisions of Articles 1131 and 1132 of the Civil Code. Article 1131 of the Civil Code reflects a principle of creditorium parity which requires the guarantee for the engagement of items that are owned by any party which is moving or immovable and that are currently owned or owned by a party. The principle of pari passu prorate parte is reflected in Article 1132 of the Civil Code. The article demonstrates that the possession of objects by the debtor will be used as collective collateral for any party with receivables concerning the goods' sale. Based on the amount of debt held with a valid reason for the due owner's initial payment, except following the law. This principle is applied according to the general explanation in the Bankruptcy and Suspension of Debt Payment Obligations Law; Bankruptcy is not a cause for releasing liabilities of someone categorised as bankrupt because of his or her debt payment accomplishments. Therefore, the existence of debts declared bankrupt is permanently connected, and the debtor's failure to file more than once does not exclude the possibility (Toha & Retnaningsih, 2020).

The Netherlands has also seen legal trends, particularly in Bankruptcy, as a benchmark country for Indonesian law. Whereas the Netherlands initially used bankruptcy law as a norm for the Code of Commerce. The Netherlands' Bankruptcy Act/Faillissementwet has now been changed by the Netherlands or is generally referred to as the Dutch Bankruptcy Act. Some of the rules previously adopted, including the rest of the payment of debt when the decision on bankruptcy ends, will be amended in developing these legal regulations.

Due to its adapting to the Dutch Bankruptcy Act during the era of colonialism, Indonesia and the Netherlands are identical to their bankruptcy laws. In both countries, there has undoubtedly been a development of banking law to adapt the legal conditions in each country, so that, although the differences will be similar, a comparative study has been carried out in order to determine the extent to which regulations relate to the Bankruptcy of two countries in both countries.

The history of Indonesian formation of bankruptcy laws began before Indonesia's independence, and only Europeans had to use Verordening Faillisements. During the Dutch colonial era, the Netherlands had legal discrimination. Indonesia adopted the law during the post-independence era to make no difference. Indonesia's monetary crisis in 1998 led to the development of the law on insolvencies. The monetary crisis hurt businesses, particularly on the question of debt settlement and debt in business, to the detriment of the people of Indonesia.

The passage followed the revocation of Verordening Faillises in place of Law N° 1 of 1998 of the Government Regulation, subsequently ratified by Law Number 4 of 1998 in the House of Representatives. Nevertheless, law No. 4 of 1998 is still weak when it does not provide a clear definition of debt, leading to several interpretations of debt, obligors, and creditors' definition. This legislation does not provide a clearly defined definition of debt. Naturally, this uncertainty led to legal uncertainty at the time. Besides, the Indonesian Government adopted Law No 37 of 2004, replacing Law No 4 of 1998 to alleviate such problems. The passage of Law No 37 of 2004 addresses the essential issues in two paragraphs of the provisions of Article 1131 and Article1132, concerning guarantees in the Civil Code. Amendments to the Bankruptcy and Delay Law: Through improvement, addition and the elimination of legislative provisions deemed not adequate any longer to meet the needs and development of society in Indonesia, the obligation to pay debts is fulfilled.

Unlike Indonesia, the Netherlands has a bankruptcy law in effect since 1811, in which a code of commerce regulates bankruptcy law. These rules govern the distinction between traders and non-traders. The first change to the German law on Bankruptcy occurred in 1838 where Wetboek van Koophandel Nederland was replaced by the De Commerce Code, which later came into effect as of 1 September 1986 Faillissementswet 1893 Netherlands Insolvency Code. Faillissementswet 1893 no longer differentiates between traders and not between merchants, which without exception applies to all. Faillissementswet has still been used in the Netherlands to solve

bankruptcy issues. However, the law is currently commonly known as the Netherlands Bankruptcy Act, which has been amended to a similar extent. Three (3) chapters of the Dutch Bankruptcy Act govern bankruptcy procedures for individuals and legal entities.

A debtor has been declared bankrupt under certain conditions. These requirements are laid down in Article 2(1) of Law no. 37 of 2004 in Indonesia. The requirements set therein are an absolute indicator of the Bankruptcy's status of a company determined by the court, where the conditions determine which party has Bankruptcy's status. The owner's bankruptcy status account is payable. Accounts payable. The status of Bankruptcy in a person who has two or more debts and does not have at least the capacity to perform the accomplishments of debt he or she can recover and be due is determined in Article 2 (1) of Law No. 37 of 2004 (Murniati & Selvya, 2019). Based on these requirements, the debtor can be declared bankrupt based on a court decision made by or requested by the debtor himself. By Article 2(1) of Law No. 37 of 2004. The requirements for the request for a declaration of Bankruptcy against an individual in debt may be made, namely, one person with a debt who has at least two debts or more of a creditor to apply for bankruptcy. Moreover, the debtor cannot pay at least one debt, and the debt can be recovered.

The provisions of Article 2(1) are the consequence of changes to the insolvencies law of provisions concerning, in particular, the requirements for Bankruptcy provided for in Article 1, paragraph (1) "Anyone that owes a state has no capacity to continue paying its debt. It can result in a person in debt declared bankrupt by the judge, based on the request of the Party giving the receivable "There was a mistake. When compared with Article 1(1) Faillisments Verordening the ring of Article 2(1) of Law No. 37 of 2004, it can be recognised that a debtor's requirements to declare bankruptcy exist indifference. The Faillisments Verordening article above failed to establish whether the debtor was obliged, under Article 2(1) of Law Number 37 of 2004, to have more than one creditor declared in Bankruptcy. Thus, based on Article 1 paragraph (1), even though the debtor has only a creditor, the debtor can either be declared bankrupt by the Court based on the request of the debtor or his creditors as long as the Debtor is unable to repay his / her debts and has stopped paying debt (insolvent).

According to Article 1 of the Dutch Banking Act, the debtor who has ceased payment of a debt in a state and has to be declared bankrupt by the court decision is granted the debtor him/her, or the request from one or more creditors, on his request, referring to Chapter I of Article 1, which states that the person is declared bankrupt at the time. For reasons of public interest or at the Public Prosecutor's request, a bankruptcy decision can also be issued. The Dutch Bankruptcy Act states that if a debtor wishes to file against himself a bankruptcy filing, he must offer an adequate reason no longer to pay off his debt; It also occurs when an applicable creditor must demonstrate the same. When a creditor applies to his debtor for Bankruptcy, he cannot merely argue that he has not paid his debt once it had been due. The creditor then must find another creditor who also fails to receive a payment in time; this will be proof to the judge before deciding on the declaration of bankruptcy by the debtor.

The formal requirements of Article 4 of the Netherlands Bankruptcy Act, which regulates a bankruptcy order request's formal requirements, must be fulfilled for a debtor to apply for Bankruptcy. Article 4 of the Dutch Bankruptcy Act contains: an application for an order of Bankruptcy is made, and an application is therefore made to officials of the District Court and will be heard at the earliest opportunity. The Public Service is heard on request. The District Court Officers shall immediately notify that if the request for a bankruptcy order is made by the debtor themselves and is the individual, the Debt Payment Schema referred to in Article 284 may be applied for without prejudice Article 15 b, paragraph 1. A debtor who is married or has joined a partnership may only make the application for bankruptcy or have joined a partnership. In case of a general partnership ("vennootschap onder firma"), the request the names and addresses of each partner responsible jointly and severally for the general partnership debt should be included in order for Bankruptcy; requests for bankruptcy order must contain such information as to allow a court to determine whether the court has jurisdiction under the European regulations laid down in Article 5(3), and a bankruptcy order must be issued in open court and enforceable.

It can be seen that several official requirements are fulfilled for individuals, persons bound by marriage and persons who are bound by a registered business entity based on Article 4 of the Netherlands Bankruptcy Act. Compliance with the above conditions and the reasons given are reasonable grounds; a judge can declare an indebted person to be bankrupt.

By several bankruptcy principles: creditorium parity principles; creditorium parity principles; the pari passu pro rata parte principle. The law on bankruptcies and suspension of debt obligations is used as guidance for accountable payables' settlement. The principle of credit parity is that each creditor is equally entitled to all the owner's assets; however, if the debtor cannot reimburse the debt, the property's assets are used as the creditors' objective. The creditorium parity principle establishes that the debtor's total assets are classified as fixed and non-permanent and include those that already existed and that the debtor one day will own them. The principle that all the assets owned by the debtor constitute guarantees for the whole creditor when their assets have to be distributed

proportionally to the creditors except in respect of the creditor's right to pay the priority under the law. The pari passu proorata parte principle defines the principle.

The above three principles complement the structured prorate, complementing the principle of creditorium parity. The pari passu prorata parte is the classification and grouping principle of the various creditors based on class, where the principle of a structured prorate, or principle is structured creditor's principle. Creditors are classified into three, namely separatist creditors, preferred creditors and competing creditors, particularly in Bankruptcy (Winanto et al., 2019).

According to the bankruptcy law's philosophy, these three fundamental principles are mutually binding: to debt, a debtor in Bankruptcy who has more than one creditor so that creditors are not legally unlawful to each other; will ensure justice for each other. The general explanation of Bankruptcy and debt suspension also reflects this philosophy. The general explanation states that the decision to decree bankruptcy may be used as a payment for all debts held by a debtor, fairly and equally, in their portion, and under the same name (M. H. Shubhan et al., 2020).

Apart from the above principles, the debtor in Bankruptcy is bound to the rest of its debt until the debt is repaid, namely the debt collection principle. The old Dutch bankruptcy law underlined this principle, which was adopted by Indonesia's bankruptcy law so that the bankruptcy law included the principle of debt collection, which was meant by those with receivables due to debtors assets owned by debtors as an alternative concept. The debt collection principle is a principle that stresses the debtor's distribution mechanism. On this principle, the debtor must pay his debt as soon as possible to avoid the debtor's bad faith by hiding everything he has even if he knows all of this is general guarantees for his creditors. This principle requires the debtor to pay his debt. Implementation of this principle is evident from the Bankruptcy and suspension of debt payment obligations, according to which "banking is not an attempt to release any person who is in debt and has failed to perform on their debts." It can therefore be observed that, although all of the assets of the debtors have been used as repayment, the remaining debt will still be a debt to be paid, and the debtor will remain bankrupt until he or she is paid out fully. The debtors' remaining assets will be a debt to be paid and will remain in debt until he has been paid out in full (Ikhwansyah & Jakobus Sidabutar, 2019).

The Netherlands Insolvency Act has, as in the Netherlands, undergone a fundamental shift. The debt collection principle, previously included in the Netherlands Bankruptcy Act, has been discontinued, and the principle of debt forgiveness has been advocated. The debt collection principle is no longer normalised because debtors declared bankrupt and unable to pay off debt are considered unfair.

The previous Dutch Bankruptcy Act emphasised the principle of debt collection; this can be seen. The previous Netherlands Bankruptcy Act underlined the principle of debt collection; this could be seen from a bankruptcy process carried out through confiscating collateral (conservatoir beslaglegging) (oneigenlijke incassoprocedures). The legal action is not standard because this is a pressure instrument (press middel) for the debtor to fulfil his duties. The principle of this bankruptcy law in the Netherlands can be said to serve as a forum for the realisation of claims in the settlement process for property belonging to the indebted party. The principle of debt collection has begun to be abolished and has shifted to the debt forgiveness principle in that the Dutch Bankruptcy Law only considers creditor interests without safeguarding debtors' interests.

In the Dutch Bankruptcy Act, as laid down in the provisions of Title III debt repayment scheme for natural persons, the debt-forgiveness principle was normalised (Chapter III Scheme of Debt Payment for Persons). Article 349a Paragraph (2) provides: "Three years shall be taken to apply the debt payment system, which shall be considered on the day the decision to apply the debt payment scheme is made, including the day on which the decision has been made. The Court may determine the period prior to this withdrawal from the previous sentence is referred to as a maximum of five years if for the entire period the nominal amount is also determined as referred to in Article 295, paragraph 3. "

It is apparent that the debtor is granted a grace period of 3 (3) years from the time the decision is made on the execution of the debt repayment scheme for paying bankruptcy property; however, the entire debt repayment process can be extended to 5 (five) years. If the remainder of the debt remains under 5 (five) years, the court's decision may conclude the payment process. In the case of the term referred to in paragraph 1 Article 350 Paragraph (3) letter g, "the termination may be affected if: .... g". The debtor makes sense that he cannot comply with the debt payment scheme obligations." If the debtor cannot pay his debt after a five (five) year payment attempt, the debt repayment can be terminated. The judge will decide that the Bankruptcy is over and that the bankrupt debtors will be declared bankrupt in a manner that will forgive the remaining debt of the debtor and prevent the debtor from paying the remaining debt any longer.

There are different laws, particularly about debt settlement of the remaining debtor, in the Bankrupt and Delayed Payment Act and the Dutch Bankruptcy Act. The Bankruptcy and postponement of debt payment bonds, which normalise the debt collection principle, will continue with the rest of the bankrupt debtors and no particular period exists until all debt is fully paid to the creditors. Contrary to the Dutch bankruptcy law, which normalises the debt forgiveness principle, if the debtor is entirely unable to pay the remaining debt within three (three) years and not more than five (five) years, then a judge's decision can be used to presume that the bankruptcy process has expired. If the bankruptcy process is terminated, the remaining debt will release the bankrupt debtor, so the debtor will resume his life after being declared bankrupt by the judge (fresh starting). Table 1 generally lists the comparison of bankruptcy laws in Indonesia and the Netherlands.

Table 1. Comparison of Bankruptcy Laws in Indonesia and the Netherlands

Requirements to be declared bankrupt	**Indonesia**	**Netherlands**
The Bankruptcy Law (in order of initial validity to the latest applicable law)	The debtor has two or more debts to creditors and cannot carry out his obligations at maturity. * Can be filed by debtors or creditors	Debtors stop paying debts that should be paid if they meet four formal requirements under article 4 of the Dutch Bankruptcy Act. * Can be filed by debtors or creditors
	1. Verordening Faillisements 2. Law Number 4 of 1998 3. Law number 37 of 2004	1. De Commerce Code 2. Wetboek van Koophandel Nederland 3. Faillissementswet 1893 4. Dutch Bankruptcy Act
General Principles of Settlement	Debt Collection	Debt forgiveness

Table 1. Contains the differences in terms of a business (individual or entity) where the clear difference between the two countries lies in the formal requirements fulfilled by debtors in the Netherlands. In contrast, in Indonesia, when the debtor has debts to 2 or more creditors and cannot continue the obligation to pay the debt, the debtor is categorised as eligible to apply for Bankruptcy or be filed by the creditor. The table also describes the development of bankruptcy law in Indonesia and the Netherlands, where it is stated that initially, Indonesia adopted bankruptcy laws that were similar to that of the Netherlands, namely Verordening Falls and the designation Code de Commerce for the Netherlands, this was due to the Dutch colonialism process in Indonesia. Furthermore, on the problem of debtor debt settlement in the two countries, there is a striking difference where the Netherlands has left the Debt Collection principle, which was replaced by Debt Forgiveness, wherein this case Indonesia still adheres to the Debt Collection principle.

4. Conclusion

It can be concluded, through the discussion, that, based on the debt default and postponement law, if the debtor has two or more creditors who can no longer fulfil their debt obligations on debts which can be collected and have decreased speed, he can declare Bankruptcy. Under the Dutch Bankruptcy Act, if a debtor has liabilities in more than one creditor that cannot pay off at least one indebtedness due and after Bankruptcy, the debtor can be declared bankrupt, along with valid reasons that the debtor can no longer pay the liabilities of the debtor. In terms of the settlement of the remaining debt, Indonesia remains in a situation where the debtor continues to follow the Debt Collection principle between Indonesia and the Netherlands, affecting an unlimited period of debt repayment until the obligation is paid. On the other hand, the Netherlands adhered to the debt forgiveness principle of settled its debt for five years until a court ruling accompanied by a valid reason for the debtors' inability to pay off their debt terminated the Bankruptcy. The debtor is declared insolvent and free of any remaining liabilities that should have been paid after this process.

References

[1]. Astutik, R. P., & Trisiana, A. (2020). Formation of Indonesia's National Law System. *Jurnal Hukum Prasada*, *7*(2), 85–90. https://doi.org/10.22225/jhp.7.2.2302.85-90
[2]. Ayangbah, S., & Sun, L. (2017). Comparative study of foreign investment laws: The case of China and Ghana. *Cogent Social Sciences*, *3*(1), 1355631. https://doi.org/10.1080/23311886.2017.1355631
[3]. Diza, N., & Wiradirja, I. R. (2018). The Bankruptcy of Personal Guarator's Heirs Under Indonesia Legal System. *Jurnal Reformasi Hukum : Cogito Ergo Sum*, *1*(1), 1–8.
[4]. Edytiawarman, E., Muljono, S., & Arso, D. D. (2020). Case Study of Claim Against Violence in Household in Religion Court of Class I a Bengkulu. *Bengkoelen Justice : Jurnal Ilmu Hukum*, *10*(1), 123–140. https://doi.org/10.33369/j_bengkoelenjust.v10i1.11361
[5]. Hariyadi, H. (2020). Restrukturisasi Utang sebagai Upaya Pencegahan Kepailitan pada Perseroan Terbatas. *SIGn Jurnal Hukum*, *1*(2), 119–135. https://doi.org/10.37276/sjh.v1i2.61
[6]. Ikhwansyah, I., & Jakobus Sidabutar, L. M. (2019). The Implementation of Insolvency Test on Debtors' Bankruptcy in Performing the Principle of Justice. *Jurnal Media Hukum*, *26*(2), 240–251. https://doi.org/10.18196/jmh.20190137
[7]. Jannah, M. (2015). Faktor-Faktor Yang Mempengaruhi Kegagalan Usaha. *ISLAMICONOMIC: Jurnal Ekonomi Islam*, *6*(1), 25–42. https://doi.org/10.32678/ijei.v6i1.29
[8]. Karundeng, M. S. (2015). Akibat Hukum Terhadap Penjatuhan Pailit Pada Perseroan Terbatas (PT). *Lex Et Societatis*, *3*(4), 181–191.
[9]. Lopez-de-Silanes, F., Shleifer, A., & Vishny, R. (1999). The Quality of Government. *The Journal of Law, Economics & Organization*, *15*(1), 222–279.
[10]. Muliadi, A. (2017). Applying Principles of Legal Certainty and Equal in the Implementation of Investment in Indonesia. *European Research Studies Journal*, *XX*(Issue 4A), 133–150. https://doi.org/10.35808/ersj/824
[11]. Murniati, R., & Selvya, D. C. (2019). Separatist Creditors vs Preferred Creditors Rights in the Bankruptcy Case Based on the Constitutional Court of 2013. *FIAT JUSTISIA:Jurnal Ilmu Hukum*, *13*(3), 231–340. https://doi.org/10.25041/fiatjustisia.v13no3.1616
[12]. Natalis, A. (2020). Urgensi Kebijakan Penyelenggaraan Anggaran Pendapatan dan Belanja Daerah dalam Mewujudkan Kesejahteraan Perempuan. *Pandecta Research Law Journal*, *15*(1), 64–73. https://doi.org/10.15294/pandecta.v15i1.23205
[13]. Noho, M. D. H. (2019). Politik Hukum Pengaturan Build Operate Transfer (bot) Di Indonesia: Di Masa Lalu, Saat Ini, Dan Akan Datang. *JURNAL HUKUM MEDIA BHAKTI*, *3*(1), 88–99. https://doi.org/10.32501/jhmb.v3i1.51
[14]. Putra, A. K. (2019). Keabsahan Penolakan Permohonan Pailit Berdasarkan Alasan Debitor Dalam Keadaan Solven. *Jurist-Diction*, *2*(4), 1147–1163. https://doi.org/10.20473/jd.v2i4.14484
[15]. Rabbani, D. N. (2017). Perlindungan Hukum Bagi Bank Syariah Dalam Pembiayaan Akad Mudharabah Dalam Hal Kepailitan Mudharib. *Spirit Pro Patria*, *4*(1), 73–86.
[16]. Rahmawati, R. (2019). Comparison of Laws for Settling Debt Remaining Bankruptcy Between Indonesian and Dutch Countries. *NOTARIIL*, *4*(1), 18–26.
[17]. Shubhan, H. (2015). *Hukum Kepailitan*. Prenada Media.
[18]. Shubhan, M. H., Indrawati, & Cr, D. U. (2020). Legal Restriction of Bankruptcy of State-Owned Enterprise (seo) and Sustainability: The Case of Indonesia. *Humanities & Social Sciences Reviews*, *8*(1), 674–681. https://doi.org/10.18510/hssr.2020.8181
[19]. Simaremare, S. P., & Noho, M. D. H. (2021). Disharmonized the Regulation of Biological Resources and its Ecosystem in Indonesia. *International Journal of Criminology and Sociology*, *10*, 332–340.
[20]. Singadimeja, H., Mantili, R., & Rahmawati, E. (2019). The Implementation of Legal Certainty Principles in the Reporting Process of Debtor Bankruptcy Settlement by Curator to Supervisory Judge in Bankruptcy Practice. *PADJADJARAN Jurnal Ilmu Hukum (Journal of Law)*, *5*(3), 506–526. https://doi.org/10.22304/pjih.v5n3.a6
[21]. Toha, K., & Retnaningsih, S. (2020). Legal Policy Granting Status of Fresh Start to the Individual Bankrupt Debtor in Developing the Bankruptcy Law in Indonesia. *Academic Journal of Interdisciplinary Studies*, *9*(2), 157–161. https://doi.org/10.36941/ajis-2020-0033
[22]. Winanto, Sulistiyono, A., & Muryanto, Y. T. (2019). Analysis of Equality on Creditor Standing Principle on The Process of Arrangement and Settlement of Bankruptcy Asset in Indonesia. *Proceedings of the 3rd International Conference on Globalization of Law and Local Wisdom (ICGLOW 2019)*. Proceedings of the 3rd International Conference on Globalization of Law and Local Wisdom (ICGLOW 2019), Surakarta, Indonesia. https://doi.org/10.2991/icglow-19.2019.71