

Legal Review of the Cancellation of Peace (Homologation) of PKPU Savings and Loans Cooperatives and their Legal Consequences (Case Study of Supreme Court Decision Number: 874 K/ Pdt.Sus -Bankrupt/2022)



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ABSTRACT: This article aims to find out the insolvency that occurred for the cancellation of the pkpu peace (homologation) in the Savings and Loans Cooperative and the legal consequences that occurred for the insolvency. This research uses normative or doctrinal legal research methods that are perspective or applied. This research uses primary and secondary sources of legal material. The analyst technique used is the syllogism method which uses a deductive thinking pattern. Based on the results of this study can be concluded. The analyst technique used is the syllogism method which uses a deductive thinking pattern. Based on the results of this study can be concluded. The cancellation of peace (Homologation) for the Cassation decision with Register Number: 874K/ Pdt.Sus -Bankruptcy/2022 resulted in the bankruptcy of the Intidana Savings and Loan Cooperative and had an impact on the dissolution of the Intidana Savings and Loans Cooperative. In this case, based on Articles 170, 171, 291 of Law No. 37 of 2004 concerning Insolvency and PKPU as well as Articles 46 and 47 of Law No. 25 of 1992 concerning Cooperatives. In addition, the legal facts state that the Intidana Savings and Loan Cooperative (defendant) has neglected its agreement on the peace agreement (homologation) causing the losses suffered by the plaintiffs. Meanwhile, the legal consequences of Decision No. 874K / Pdt.Sus - Bankrupt / 2022, namely the Intidana Savings and Loans Cooperative cannot manage, control the cooperative's property and lose the ability to carry out legal actions that provide losses to bankruptcy assets. In addition, another impact was the dissolution of the legal entity of the Intidana Savings and Loans Cooperative which resulted in the Cooperative being unable to operate and resume its business.

KEYWORDS: Annulment of Peace (Homologation), Insolvency, Cooperatives, Curators

I. INTRODUCTION

Business entity is a business organization with several individuals as its founders as well aiming to make a profit.¹ Business entities are reviewed through juridical status in the form of business entities not including legal entities and business entities including legal entities.² It is distinguished based on the responsibilities of the parties involved . Business entity without legal entity means they are personally responsible _ regulation related while a business entity with a legal entity means that it has limited responsibility in accordance with the laws and regulations that govern it .

Cooperatives are part of a legal entity whose founders are as many as a person or a legal entity that separates the assets of its members into capital in carrying out their business , fulfilling aspirations and common needs in the cultural, social and economic fields in line with the principles and values of cooperatives. Regulations regarding cooperatives are currently undergoing several changes, starting from the 1945 Constitution, Law No. 14 of 1965 concerning Cooperatives, hereinafter cancellation and replacement become law no. 12 of 1967 concerning Principles of Cooperatives, hereinafter replaced to UU no. 25 of 1992 concerning Cooperatives, and lastly amended become law no. 17 of 2012 concerning Cooperatives.³

The role of co -operatives is very important in the development and growth of the community's economic potential and as an embodiment economic democracy with the characteristics of togetherness, democracy, openness, and kinship.

¹ Hmm Purwosutjipto , *Basic Definitions of Indonesian Commercial Law (Civil Partnership Law)* , Volume i, (Jakarta: Djbatan , 1982), p. 23

² Chidir Ali, *Legal Entity* , (Bandung: Alumni, 2005), p. 107-108

³Kurniawan, *Corporate Law : Characteristics of Legal Entities and Not Legal Entities in Indonesia* , First Ctk , Genta Publishing, Yogyakarta, 2014, p. 115.

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⁴Cooperatives are business entities mandated by 1945 Constitution Article 33 with a paragraph as a legal basis in Indonesia.⁵ The role and function of cooperatives in Article 4 of Law no. 25 of 1992 in the form of 'potential development and growth as well as economic skills specifically for its members as well as the general public in improving its socio-economic welfare ; Have an active role in efforts to improve the quality of life the people ; K operation becomes the cornerstone of the teacher 's strengthening role the people 's economy which is the basis for the resilience and strength of the national economy; Trying to develop and realize the national economy as a joint effort based on economic democracy and the principle of kinship.⁷

The functions of Cooperatives, among others, are to become the lifeblood of the Indonesian economy ; Improving the welfare of the Indonesian people ; Make efforts to carry out Indonesian socio-economic democracy; Carry out cooperative development to get the people's economy. The roles and duties of cooperatives, namely; Carrying out Indonesia's economic democracy; Improving the standard of living of the simple people ; The embodiment of people's income evenly and fairly by means of unification , coaching as well as development of its full potential. The source of capital for cooperatives is in accordance with the provisions of Law No. 25 of 1992 concerning Cooperatives Articles 41 and 42 in the form of loan capital and own. Own capital is obtained through mandatory savings, principal savings, grants, and reserve funds . while loan capital is obtained through its members , issuance of bonds as well as other debentures, banks and other financial institutions , other cooperatives or/and their members, as well as other legal sources . When the loan cannot be paid when it is due and has been billed , it means that the operation can reported bankrupt to the Commercial Court by the Creditor or the Debtor himself.⁸

Bankruptcy on Law No. 37 of 2004 concerning KPKPU Article 1 paragraph (1) means general confiscation of the entire wealth of the Bankrupt Debtor with its settlement and management held through the Curator under the supervision of the Supervisory Judge , in Article 2 paragraph (1) the debtor is known is said to be bankrupt when the debtor has at least two or more creditors and does not make at least one debt payment within the deadline tempo and billable , then declared bankrupt in accordance with the Court's decision through the creditor's application or the application itself.

Bankruptcy can also occur if there is a Request for Cancellation of Peace (Homologation). Paragraph 1 of Article 170 UUKPKPU reads "Creditors can demand the cancellation of a settlement that has been ratified if the Debtor neglects to fulfill the contents of the peace" and Article 171 which reads "Demands for cancellation of peace must be filed and determined in the same way, as referred to in Article 7, Article 8 , Article 9, Article 11, Article 12, and Article 13 for the application for a declaration of bankruptcy" And paragraphs 1 and 2 of Article 291 read "(1) The provisions referred to in Article 170 and Article 171 apply mutatis mutandis to the cancellation of the settlement, (2) In court decision that cancels the settlement, the debtor must also be declared bankrupt. These articles form the basis that bankruptcy can occur on a Request for Cancellation of Peace (Homologation).

This paper discusses case studies in the form of the bankruptcy of the Intidana Savings and Loans Cooperative on the Request for Cancellation of Peace (Homologation), based on the Supreme Court decision No 874K/ Pdt.sus-Bankrupt/2022. The case for the bankruptcy decision began when the condition of the Intidana Savings and Loan Cooperative in 2015 experienced financial difficulties in the form of default on funds belonging to its cooperative members which was caused by the previous Management of the Cooperative which was incompetent, so that several cooperative members at that time filed an application Postponement of Debt Payment Obligations (PKPU) at KSP Intidana. MA Decision No. 874K/ Pdt.sus -Bankrupt/2022 is interesting to analyze because this case started with a PKPU request from Cooperative Members to KSP Intidana and granted by the Panel of Judges who examined the Case Register Number: 10/ Pdt.Sus -PKPU/2015/ PN.Niaga.Smg dated 03 September 2015. Then after that KSP Intidana submitted a Peace Proposal for PKPU Cases whose contents regulated the Method and Time of Payment in Homologation , namely through 5 (five) Payment Schemes. The homologation went smoothly until Scheme 4 (four) and 5 (five), where payment was only made in part and according to KSP Intidana 's Attorney for repayment was still being carried out and it was still in line with the payment scheme schedule in the Homologation Decision and Peace Deed and could run without occurrence of Default. On

⁴Drs. Suhardi , M.Si , MM, MH, Prof. Moh. Taufik Makarao , SH, MH, and Fauziah, SH, MH, *Cooperative Law of Micro, Small and Medium Enterprises in Indonesia* , Academic Publishers , Jakarta, 2012, p. 2.

⁵H. Zaeni Asyhadie and Budi Sutrisno , *Corporate and Bankruptcy Law* , Erlangga Publishers , Jakarta, 2012, p. 127.

⁶Sri Zuhartati , *The Role of Cooperatives in the Indonesian Economy* , IPS, FKIP , Tanjungpura University , Pontianak, P. 1-2.

⁷Christina Maya Indah Susilowati Tri Budiyo, 'Cooperative Management in Salatiga', *Legal Issues* , 46.3 (2017), 257–266.

⁸Drs. Suhardi , M.Si , MM, MH, Prof. Moh. Taufik Makarao , SH, MH, and Fauziah, SH, MH, *Cooperative Law of Micro, Small and Medium Enterprises in Indonesia* , Academic Publishers , Jakarta, 2012, p. 113.

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January 21, 2022, Cooperative Members submitted a Request for Cancellation of Peace with Register Number 01/ Pdt.Sus -Cancellation of Peace/2022/ PN.NiagaSmg jo. No. 10/ Pdt.Sus -PKPU/2015/ PN.NiagaSmg with the argument that KSP Intidana had neglected to comply with the contents of the Peace Deed dated 7 December 2015 jo. Homologation Decision No: 10/ Pdt.Sus -PKPU/2015/ PN.Niaga.Smg dated December 17 2015 and KSP Intidana never returned even a cent of the funds belonging to the Member who submitted the PKPU application (Respondents). However, in the Case Decision at the District Court level, the Panel of Judges was of the opinion that the petition filed was still premature. Then the Petitioner filed an Cassation with Register Number 874K/ Pdt.sus -Bankrupt/2022, where at the cassation level the Panel of Judges at the Supreme Court Approved the request for cassation by members of the cooperative who submitted the Cancellation of Peace with *Judex Facti considerations* who stated that the lawsuit was premature because it was not time to file it with the reason that the maturity of the Settlement Agreement was 5 (five) years after January 2021, namely January 2026, was an erroneous consideration. Based on these considerations, the Panel of Judges declared KSP Intidana to be in a state of bankruptcy. Through this description, the implementation of research has a purpose carrying out assessment and analysis regarding the cancellation of peace (homologation). In addition, to find out the legal consequences of Decision No. 874K/ Pdt.sus -Bankruptcy/2022 concerning Bankruptcy from Cooperatives.

II. RESEARCH METHOD

Research implementation uses normative juridical as a research method to analyze legal issues that arise by referring to and originating from legal norms.⁹ Therefore laws and regulations are positive law and court decisions have permanent legal force.¹⁰ Legal materials which are the types of research data can be in the form of : Primary legal materials, including Law no. 37 of 2004 concerning KPKPU, Verdict No. 874K/ Pdt.sus -Bankruptcy/2022, UU no. 17 of 2012 concerning Cooperatives, and other regulations; Secondary legal materials as primary legal explanations in the form of books, articles, and online materials that discuss Cooperatives and Bankruptcy as well as PKPU; Tertiary legal materials are explanatory and supporting legal materials secondary and primary data, namely in the form of KBBI and related legal dictionaries.

Data collection was carried out using literature study techniques on all types of legal materials, then the collection of legal materials was analyzed using qualitative analysis methods using the law approach. as well as cases which will then conclude the object of research.¹¹

III. RESULTS AND DISCUSSION

Now it's hardly found a country that hasn't know about bankruptcy in the field of law. In Indonesia, formally, bankruptcy law is known as well existed The Special Law from 1905 in the form of S. 1905 - 217 *juncto* S. 1906 - 348. In addition, the word "bankrupt" has long been known in everyday life. Then S. 1905 - 127 and S. 1906 - 348 were updated become Perpu No. 1 of 1998 and after being accepted by the DPR was changed as Law no. 4 of 1998, then replaced Law no. 37 of 2004 (UU-KPPU).

A. Consideration Analysis of Decision No. 874K/ Rev. Sus -Bankrupt/2022.

The beginning of this problem began in 2015, where the Intidana Savings and Loans Cooperative (Respondent) had experienced financial conditions in the form of defaulting on funds belonging to its Cooperative Members which was caused by the previous Cooperative management being less competent, so that several Cooperative Members at that time made a PKPU application including Ivan Dwi Kusuma Sujanto (Petitioner I), Srijati Sulaeman (Petitioner II), Tonni Suprianto (Petitioner III), Edwin Listyo Supriyanto (Petitioner IV), Redjoso Muljono (Petitioner V), Lanna Wijaya (Petitioner VI), Christine Kusuma Dewi (Petitioner VII), Julia Wijaya (Petitioner VIII), Sri Djajati (Petitioner IX), and Heryanto Tanaka (Petitioner X) to KSP Intidana at the Semarang District Court who obtained the Case Register Number: 10/ Pdt.Sus -PKPU/2015/ PN.Smg. Verdict No. 10/ Pdt. Sus -PKPU/2015/ PN. Smg in his verdict approve the PKPU application. Then the members of the cooperative (Creditors) have submitted and submitted a Peace Proposal for the said PKPK Case, which was submitted by the Management of the Intidana Savings and Loans Cooperative (Debtor/Respondent) by Handoko, Altamira, and Yuni Eka Sarworini as the Management of the Cooperative at that time, which also included regulate the method and time of payment in homologation, namely through 5 (five) payment schemes.

⁹Diantha, IMP (2017). *Normative Legal Research Methodology in Justification of Legal Theory*. Jakarta: Kencana Prenada Media Group, p. 12.

¹⁰ Kornelius Benuf and Muhamad Azhar, 'Methodology of Legal Research as an Instrument for Decomposing Contemporary Legal Issues', *Echo of Justice*, 7.1 (2020), 20–33 <<https://doi.org/https://doi.org/10.14710/gk.7.1.20-33>>.

¹¹Qamar, N. & Rezah, FS (2020). *Legal Research Methods: Doctrinal and Non-Doctrinal*. Makasar: CV. Social Political Genius (SIGn), pp. 47-48.

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settle the PKPU case peacefully through 5 (five) schemes listed in the Deed of Settlement Agreement dated 17 December 2015 Article 4 letter (a), the contents of which are as follows: Whereas up to Rp. 13 with transfers. That the nominal amount is IDR 5,000,001, - up to Rp. 10,000,000, - payments will be made from the 1st month 9 with transfers; Whereas nominal Rp. 10,000,001.- to Rp. 25,000,000.- payments are made starting the 25th month with transfers; Whereas nominal Rp. 25,000,001.- to Rp. 50,000,001.- payments are made starting from the 37th month by transfer; That the nominal value is IDR 50,000,001 and above Payments will be made starting from the 61st month with transfers.

In the 5th (fifth) scheme there was an irregularity which caused the applicants not to receive and did not receive any payment from KSP Intidana (respondent), which they should have received payment in the 61st month but until the Request for Cancellation of Peace (Homologation) was submitted no payment incoming. Then in 2022 the applicants filed an application for annulment of the peace (homologation) with the case registration number: 1/ Pdt.Sus -Cancellation of Peace/2022/ PN.NiagaSmg jo. Number 10/ Pdt. Sus -PKPU /2015/ PN. Niaga. Smg. From the examination process and the facts of the trial, the Judge makes a decision based on consideration of the exceptions and the main case. The judge outlines the following for all exceptions and answers.

First, the exception put forward by the respondent was groundless and was declared rejected because in the examination of the case for the cancellation of the peace agreement it referred to the civil procedural law appropriate for cases of bankruptcy application, so in the examination of the case for the cancellation of the peace agreement it did not recognize any exception other than the Competency Exception (authority to adjudicate) as regulated and specified in SK MA No. 109/KMA/SK/IV/2020 Book I letter a No. 5.1.2 letter d.

Second, since the Petitioners are proven to have bills with a nominal value above IDR 50,000,001, it is legally obligatory for the Respondent to make a refund to the Petitioners in the 61st month starting from December 17, 2015, which falls in January 2021. Then in fact, the respondent until the request for annulment of the settlement was filed had never made payments to the Respondents as agreed in the Deed of Settlement on 7 December 2015 jo. Peace Decision (Homologation) No 10/ Pdt.Sus -PKPU/2015/ PN.Niaga.Smg dated December 17, 2015.

Third, because the Respondent's obligation to make payments to the Respondents will only start in the 61st month, namely January 2021 for 5 (five) years, according to the Panel of Judges the Respondent is said to be negligent/default in making payments at maturity, namely January 2026 and because the a quo case was filed on January 21, 2022 according to Case Register No. 1/ Pdt.Sus -Cancellation of Peace (Homologation)/2022/ PN.Smg dated 21 January 2022, the Panel of Judges concluded that the petition of the applicants in the a quo case was not appropriate or it was not time to submit it (premature). Because the petition of the applicants has not yet been submitted (prematurely), the petition of the petitioners must be declared without legal grounds, so it must be rejected.

Based on the consideration of the Panel of Judges in Case No. 1/ Pdt.Sus -Cancellation of Peace/2022/ PN.NiagaSmg jo. Number 10/ Pdt. Sus -PKPU /2015/ PN. Niaga. Smg. the submission of the application is not feasible or it is not yet time to submit it (premature). So, the Decision on the Request for Cancellation of Peace (Homologation) was declared rejected by the Commercial Court at the Semarang District Court.

After the Decision on Case No. 1/ Pdt.Sus -Cancellation of Peace/2022/ PN.NiagaSmg jo. No. 10/ Pdt. Sus -PKPU /2015/ PN. Niaga. Smg. said, against this decision the Petitioners then made a request for cassation on March 29, 2022 in accordance with the Deed of Statement of Cassation Application No. 3/ Pdt.Sus -Cancellation of Peace/2022/PN Niaga Smg jo. No. _ 1/ Pdt.Sus -Cancellation of Peace/2022/ PN.NiagaSmg jo. No. 10/ Pdt. Sus -PKPU /2015/ PN. Niaga. Smg. from the Registrar of the Semarang District/Commerce Court with Cassation Register Number: 874K/ Pdt.Sus -Bankrupt/2022.

In consideration by the Panel of Judges at the Supreme Court there is a significant difference of opinion. Based on the considerations of the Panel of Judges at the Supreme Court, the Judge outlines his opinion in the following considerations. *First*, on consideration of *judex facti* who stated that the lawsuit was premature because it was not time to file it with the reason that the maturity of the Settlement Agreement Article 4 letter (a) was 5 (five) years after January 2021, namely January 2026, was an erroneous consideration. Based on the peace agreement that has been homologated, the Petitioners are included in the category of Article 4 letter (a), namely the return of a nominal amount of IDR 50,000,001 and above Payments will be made starting from the 61st month with transfers calculated since the settlement homologation decision on December 17, 2015, which falls in January 2021.

Second, because the Debtor/Respondent could not prove that they had paid since January 2021 to the Petitioners until the request for cancellation of the reconciliation on January 21, 2022 was filed. Thus it was proven that the respondent had not made payments since the obligation to pay began in January 2021, which means that the respondent had neglected to fulfill the contents of the settlement as stipulated in Article 170 of the KPKU Law.

Third, the meaning of negligence is not carrying out in accordance with the agreement in the peace agreement, not waiting until the 5 (five) year deadline expires, then obligations arise. Thus, the a quo petition is not premature and the respondent is

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declared to have neglected to fulfill the contents of the settlement, therefore according to the provisions of Article 291 of the KPKPU Law it means that the request for cancellation of the reconciliation is granted and the respondent is declared bankrupt with all the legal consequences he has. Based on the consideration of the Panel of Judges at the Supreme Court of the Republic of Indonesia regarding the Request for Cancellation of Peace (Homologation) with Register Number: 874K/ Pdt.Sus - Bankrupt/2022, the Intidana Savings and Loans Cooperative declared bankrupt with all the legal consequences it has.

B. Legal Consequences of Decision No. 874K/ Rev. Sus -Bankrupt/2022

Legal consequences due to bankruptcy, even though it does not eliminate internal competence taking action, approaching legal consequences against someone under guardianship. When a Savings and Loans Cooperative is said to be bankrupt, it means that the cooperative cannot carry out ownership and management actions resulting in a law that harms the assets of the Savings and Loans Cooperative. The bankruptcy statement causes the debtor's assets to be read out, the decision will be entered on bankruptcy estate.¹² Another consequence of cooperative bankruptcy is: change the legal status of cooperatives to be incapable of implementing them legal action and can not take care of his assets, then only the curator can do it. The loss of the ability of the debtor in carrying out legal actions and the authority to manage and transfer its¹³ assets .

Article 21 of the Law - KPKPU states, all assets when bankruptcy is decided or wealth acquired by debtors during bankruptcy. There is bankruptcy decision , the debtor legally has no right to manage and control his assets that are included in the bankruptcy assets begins when the bankruptcy statement is mentioned . When after the bankruptcy decision, the debtor continues to take legal action regarding assets, it means that the legal action is not binding except when the bond benefits the bankruptcy estate.¹⁴

Bankruptcy causes all the wealth of the debtor and all the things that are obtained during bankruptcy there is a general confiscation from when to the bankruptcy decision is mentioned, but there are some exceptions including; Objects, including medical equipment for health, its needs, very animals the debtor is required to relate to work, bed and the needs of the debtor and his family in that place.¹⁵ All things belonging to the debtor from his own work are the salary a service or position , pension, wages, benefits or waiting money, according to the provisions of the supervising judge. Money to debit u r in fulfillment an obligation to provide maintenance according to the law.

Then other legal consequences, namely the dissolution of the legal entity. In Article 46 of Law No. 25 of 1992 concerning Cooperatives, it is stated that the dissolution of cooperatives can be carried out by decision of a meeting of members or by a government decision. Law No. 25 of 1992 Article 47 it is known that the government 's dissolution decision was carried out when there was evidence that a cooperative did not comply with the provisions of the law , its activities violated public order or decency, and no hope of survival.¹⁶ The government 's decision to dissolve the cooperative is issued a maximum of 4 months from the date of receipt of the notice of the dissolution plan from the relevant cooperative . Furthermore, within a period of 2 months starting from the date of receipt of the notification, the relevant Cooperative has the right to file an objection, hereinafter the government 's decision regarding the acceptance or rejection of objections regarding the dissolution plan is given a maximum of 1 month from the date of receipt of the objection . The elucidation of Article 47 paragraph (1) of the Cooperative Law says that the decision to disband was due to right because cooperative activities violate public order or decency when it's been proven using a court decision. The decision to disband was due because can not be expected to continue his life as when declared bankrupt. Therefore, the legal consequences received from the decision 874K / Pdt.Sus -Bankrupt / 2022 Intidana Savings and Loans Cooperative does not have the authority carrying out actions of ownership and management of assets and it can be said that KSP Intidana was declared dissolved.

¹² Alusiato Hamonangan , Muhammad Ansori Lubis, Mhd Taufiqurrahman , Rudolf Silaban , *The Role of Curator for Limited Liability Company Bankruptcy* , Journal of Community Service Maju Uda, Darma Agung University Medan, p. 28

¹³ Verina Yuwono Setianto, 'Personal Responsibility of Directors in Bankrupt Limited Liability Companies' (Airlangga University, 2017).

¹⁴ Reka Aditya Nugraha, 'Juridical Analysis of Legal Protection for Surety Providers and Obligations to Principals Declared Bankrupt', *Journal of Law Review* , 17.2 (2017), 12–21.

¹⁵ Erna Widjajati, 'Responsibilities of Directors of Limited Liability Companies Declared Bankrupt' (Krisnadwipayana University, Jakarta., 2017).

¹⁶ Suhardi, Moh. Taufik Makarao, and Fauziah. *Cooperative Law of Micro, Small and Medium Enterprises in Indonesia* , Academic Publishers , Jakarta, 2012, p. 185.

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IV. CONCLUSIONS

Based on the results and discussion, it is known that the conclusion is the Cancellation of Peace (Homologation) on the cassation decision with Register Number: 874K/ Pdt.Sus -Bankrupt/2022 resulted in the bankruptcy of the Intidana Savings and Loans Cooperative and the dissolution of the Intidana Savings and Loans Cooperative. In this case, based on Articles 170, 171, 291 of Law no. 37 of 2004 concerning Bankruptcy and PKPU and Articles 46 and 47 of Law no. 25 of 1992 concerning Cooperatives. In addition, the legal facts stated that the Intidana Savings and Loans Cooperative (the defendant) had neglected its agreement in the peace agreement (homologation) thus causing losses to the plaintiffs. Meanwhile, the legal consequences of Decision No. 874K / Pdt.Sus -Bankrupt / 2022 namely the Intidana Savings and Loans Cooperative cannot manage, control the assets of the Cooperative and lose the ability to carry out legal actions that cause losses to bankrupt assets. Apart from that, another impact was the dissolution of the legal entity of the Intidana Savings and Loans Cooperative which resulted in the Cooperative being unable to operate and continue its business again.

REFERENCES

- 1) Alusiato Hamonangan , Muhammad Ansori Lubis, Mhd Taufiqurrahman , Rudolf Silaban , The Role of Curator for Limited Liability Company Bankruptcy , Journal of Community Service Maju Uda , Darma Agung University Medan
- 2) Benuf, Kornelius, and Muhamad Azhar, 'Legal Research Methodology as an Instrument to Analyze Contemporary Legal Issues', Gema Keadilan , 7.1 (2020), 20–33 <<https://doi.org/https://doi.org/10.14710/gk.7.1.20-33>>
- 3) Chidir Ali, Legal Entity , (Bandung: Alumni, 2005).
- 4) Diantha , IMP (2017). Normative Legal Research Methodology in Justification of Legal Theory. Jakarta: Kencana Prenada Media Group.
- 5) H. Zaeni Asyhadie and Budi Sutrisno, Corporate and Bankruptcy Law, Erlangga Publishers, Jakarta, 2012.
- 6) Hmm Purwosutjipto, Basic Definitions of Indonesian Commercial Law (Civil Partnership Law) , Volume i, (Jakarta: Djbatan , 1982),
- 7) Kurniawan, Corporate Law: Characteristics of Legal Entities and Not Legal Entities in Indonesia, First Ctk, Genta Publishing, Yogyakarta, 2014.
- 8) Nugraha, Reka Aditya, 'Juridical Analysis of Legal Protection for Surety Providers and Obligations to Principals Declared Bankrupt', Journal of Law Review , 17.2 (2017), 12–21
- 9) Qamar, N. & Rezah, FS (2020). Legal Research Methods: Doctrinal and Non-Doctrinal. Makasar: CV. Social Political Genius (SIGn).
- 10) Setiatio, Verina Yuwono, 'Personal Responsibility of the Board of Directors in a Bankrupt Limited Liability Company' (Airlangga University, 2017)
- 11) Sri Zulhartati, The Role of Cooperatives in the Indonesian Economy, IPS, FKIP, Tanjungpura University, Pontianak.
- 12) Suhardi, Moh. Taufik Makarao, and Fauziah. Cooperative Law of Micro, Small and Medium Enterprises in Indonesia, Academic Publishers , Jakarta, 2012.
- 13) Tri Budiyo, Christina Maya Indah Susilowati, 'Cooperative Management in Salatiga', Legal Issues , 46.3 (2017), 257–66
- 14) Widjajati, Erna, 'Responsibilities of Directors of Limited Liability Companies Declared Bankrupt' (Krisnadwipayana University, Jakarta., 2017)



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