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# A Legal Analysis of Simple Verification and Legal Protection for Concurrent Creditors in the Bankruptcy of a Developer (A Case Study of Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg)

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**Abstract:** Bankruptcy is a legal mechanism that provides certainty for creditors when debtors are no longer able to fulfill their payment obligations. This study aims to analyze the legal steps that creditors can take against debtors who are in default based on the Cooperation Agreement Deed, as well as to examine the judge's considerations in deciding bankruptcy cases in the Semarang District Court Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg in accordance with Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. The research method used is normative juridical with a constitutional and case approach. The results of the study indicate that the bankruptcy petition was granted because the bankruptcy requirements were met, namely the presence of more than one creditor and debts that had matured as regulated in Article 2 paragraph (1) of the PKPU Law. The panel of judges emphasized the principle of pari passu pro rata parte and the application of the principle of simple proof based on Article 8 paragraph (4) of the PKPU Law as the basis for their considerations. In conclusion, the application of the principle of simple proof in bankruptcy cases effectively provides legal certainty while guaranteeing justice for the parties.

**Keyword:** Bankruptcy, Developer, Simple Evidenc

## INTRODUCTION

In modern economic life, legal relationships among business actors have become increasingly complex. Business agreements, investments, and financing arrangements often no longer proceed in simple terms, but rather involve various cooperation schemes and mutually binding legal instruments. When one party experiences failure in fulfilling its obligations, the legal system is required to provide solutions that are swift, just, and proportional. One formally recognized resolution mechanism is the proposal of bankruptcy declaration, as an effort to provide collective legal guarantee to lenders. The provision of loans or credit is fundamentally a legal relationship based on the principle of trust between creditors and debtors (Merliana Dewi, Rahmatiar, & AbasHowever, when this principle is not fulfilled, legal problems arise that culminate in bankruptcy disputes, as occurred in a developer's case.

Bankruptcy can be defined as a condition where a debtor ceases to pay their debts to creditors because the debtor is unable to meet their payment obligations. According to an encyclopedia of economics, finance, and trade, bankruptcy is a state in which a person is declared bankrupt by a court, and their assets are used to pay off their debts. Meanwhile, as affirmed by the Kamus Besar Bahasa Indonesia (KBBI), bankruptcy is defined as a condition of being broke or a financial collapse affecting companies and similar entities, as well as a state of impoverishment. Furthermore, 'kepailitan' (bankruptcy) in the KBBI refers to the state of an individual or group unable to settle their debts with creditors.

Article 1, paragraph (1) of Law No. 37 of 2004 defines bankruptcy as a general confiscation of all assets of the bankrupt debtor. The management and settlement of these assets are carried out by a curator under the supervision of a supervisory judge, in accordance with applicable laws and regulations. Based on Article 1, paragraph (1) of Law No. 37 of 2004, there are two important aspects concerning bankruptcy. First, bankruptcy aims to prevent creditors from carrying out individual execution seizures. Second, bankruptcy is directed at the debtor's assets, not at the debtor personally. (Hendri Jayadi, 2021).

Legally, bankruptcy is a status granted by the court to a debtor after being declared unable to pay their debts. Meanwhile, bankruptcy proceedings are the legal process, which commences from the filing of the petition to the distribution of the debtor's assets by a curator. In Indonesia, provisions regarding bankruptcy filings are stipulated in Law No. 37 of 2004 concerning Bankruptcy and Suspension of Obligation for Payment of Debts. Based on this law, the requirements to file for bankruptcy are that the debtor must have at least two creditors and has defaulted on the payment of at least one debt that is due and payable. In the examination process, the law emphasizes the principle of simple proof, which is a crucial condition for the judge to grant the bankruptcy petition without conducting an in-depth examination of the substance of the debt (Fuady, 2021). The principle of simple proof is fundamentally intended to expedite the process of debt settlement through bankruptcy proceedings. In practice, however, especially in cases involving property developers or business entities, the application of this principle often gives rise to new issues. The relationship between an investor and a developer is not always construed as a creditor-debtor relationship in the narrow sense, but rather as a form of investment cooperation intended to generate mutual profit (Usman, 2020). When this relationship does not proceed as planned, and investors resort to legal action to recover their funds, a debate arises as to whether the element of a due and payable “debt” actually exists and can be proven summarily.

Bankruptcy proceedings constitute a general execution against all assets of the bankrupt debtor, with the administration and settlement carried out by a curator under the supervision of a supervisory judge (Sjahdeini, 2010). From the perspective of bankruptcy law, when a debtor becomes bankrupt and the value of their assets is less than their total liabilities, unsecured creditors will be the primary victims who suffer the most significant losses and are highly likely to receive no payment from the debtor (Disemadi & Gomes, 2021). A debt-receivable agreement is an agreement that gives rise to a legal relationship between a creditor and a debtor, wherein the debtor is obliged to fulfill the performance of paying a sum of money to the creditor (Supramono, 2013). In bankruptcy law, there are three types of creditors: secured creditors, preferential creditors, and unsecured (concurrent) creditors. Among these three types of creditors, one has the weakest position, namely the unsecured creditor, in line with Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg. Pursuant to Article 1132 of the Indonesian Civil Code, unsecured creditors have *pari passu* and *pro rata* rights. The meaning of creditors with *pari passu* and *pro rata* rights is that lenders will receive repayment equally without prioritizing one creditor over another, based on a calculation of the proportion of each creditor's claim relative to the total existing debt, paid from the debtor's entire assets (Yuhelson, 2019). From the preceding explanation, it can be understood that unsecured creditors hold a position and

rights equal to other creditors in receiving a distribution from the liquidation of the debtor's assets. The debtor's entire assets, including both present and future property, must first be allocated to settle obligations to secured creditors and preferential creditors before being distributed to unsecured creditors in proportion to their respective claims. This provision is consistent with Article 1134 of the Indonesian Civil Code, which grants privileged rights to certain creditors, thereby giving them a superior position compared to other creditors (Sudiarto, 2022).

This issue is reflected in the Semarang Commercial Court Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg, which confirmed a property business cooperation in the housing sector between Anang Fitriyanto, Bachtiyar Bayu Kuncoro, and Dwi Purwanto as the lenders and PT. Mira Bersama Realty and Abdul Haris Habibi as the debtors. The cooperation agreement was documented in a Deed of Cooperation Agreement No. 06 dated January 3, 2022. The content of the deed stipulated that Anang Fitriyanto, Bachtiyar Bayu Kuncoro, and Dwi Purwanto, as the lenders, each provided a capital loan of IDR 300,000,000 to the debtors, PT Mitra Bersama Realty and Abdul Haris Habibi, for a total of IDR 900,000,000, with a final payment due date of March 24, 2022. However, when the due date arrived, the debtors failed to fulfill their payment obligation, giving rise to a potential civil dispute from the outset. To affirm the existence of the debt, the parties subsequently executed a deed of acknowledgment of debt on March 25, 2022, which was later reinforced by a Deed of Statement of Willingness to be Declared Bankrupt on April 21, 2022 (Semarang Commercial Court, 2022, Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg). These deeds indicate that the debtor was aware of the existence of the debt, a condition that is a critical element in bankruptcy law for proving the existence of an obligation that has become due and payable (Fuady, 2021).

Nevertheless, a resolution was not reached. The lenders then sent legal warnings (*somasi*), the first on April 25, 2022, and the second on May 2, 2022. These warnings served as a legal notice intended to give the debtor a final opportunity to settle their obligations (Oktavira, 2023). However, the debtor only responded with a request for a postponement of payment, without any actual payment being made.

Due to the lack of good faith shown by the debtor, the creditors filed a bankruptcy petition with the Commercial Court at the Semarang District Court on October 26, 2022. The case was registered under No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg. The panel of judges found that the bankruptcy requirements under Article 2 paragraph (1) of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Payment Obligations had been met, including the existence of more than one creditor and a debt that was due and collectible.

This chronology demonstrates the tension between the interests of the creditors and the obligations of the debtor. On one hand, the creditors have the right to demand repayment of a loan that has matured. On the other hand, the debtor attempted to delay their obligation despite having acknowledged the debt and expressed a willingness to be declared bankrupt. This situation raises important questions about how bankruptcy law is applied, particularly concerning the requirement of the existence of more than one creditor and a debt that is due and payable as stipulated in Law No. 37 of 2004. Therefore, this case is relevant for further analysis to examine the extent of legal protection afforded to creditors and how the judges' considerations shaped the bankruptcy ruling.

Thus, the problem statements for this research are:

1. What legal steps were taken by the creditors against the debtor when the debtor failed to perform their obligations in accordance with the Deed of Cooperation Agreement?
2. What were the judge's considerations in deciding the bankruptcy case in Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg in accordance with Law No. 37 of 2004?.

## METHOD

The research method utilized in this study is a normative juridical legal study (Handayani, 2022). The approaches applied include the statute approach and the case approach (Wiraguna, 2024). The statute approach is employed to examine the provisions within Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (PKPU) as well as the Indonesian Civil Code (KUHPerdata). Meanwhile, the case approach is conducted through an analysis of the Commercial Court Ruling at the Semarang District Court No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg. The sources of legal materials are compiled from primary legal materials, such as statutory regulations and court decisions, and secondary legal materials, including legal literature, scholarly journals, and relevant articles. All of these legal materials are analyzed qualitatively by interpreting the applicable norms and doctrines to obtain a comprehensive and in-depth understanding of the legal issues that are the focus of the research. This method allows the researcher to systematically and objectively assess the strengths and weaknesses of each legal aspect being analyzed (Saputra & Hilyatunisa, 2025).

## RESULTS AND DISCUSSION

### Legal Steps by Creditors Against Debtors Who Do Not Fulfill Their Obligations in Accordance with the Cooperation Agreement Deed

Bankruptcy is a situation wherein a debtor is no longer able to pay their outstanding debts to a creditor. The reason a debtor enters a state of inability to pay their debts is typically because the debtor is experiencing financial distress. An individual or a business may be declared bankrupt if the debtor has multiple creditors whose debts have surpassed their payment deadlines and the debtor is completely unable to settle said debts. A court, based on a petition from either the creditor or the debtor, can issue a bankruptcy decree (Munawaroh, 2025). In the Great Dictionary of the Indonesian Language (KBBI), bankruptcy is defined as a situation experienced by an individual or legal entity characterized by the inability to fulfill its payment obligations to a creditor. The KBBI considers "pailit" to be synonymous with "bangkrut" (bankrupt). In line with this, the Encyclopedia of Economics, Finance, and Trade defines bankruptcy as a condition in which a court declares an individual bankrupt, causing that person's assets and estate to be used to pay off their debts (Yuhelson, 2019).

Bankruptcy can also be defined as a legally sanctioned process that ensures the systematic and proportional payment of debts to all creditors, taking into account the varying amounts owed by the debtor to each creditor. This aims to prevent conflicts during the debt settlement process. In principle, bankruptcy is an act legally authorized to be carried out by a curator, involving a general seizure of all assets owned by the debtor based on a Commercial Court ruling, and the distribution of those assets to settle the debtor's debt obligations in accordance with the magnitude of the debts as stipulated by law. This explanation is consistent with the definition of bankruptcy in statute. Article 1, point 1 of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations defines bankruptcy as a general seizure of all the assets of the bankrupt debtor, which are managed and settled by a Curator under the supervision of a Supervisory Judge in accordance with the prevailing laws and regulations.

Article 2, paragraph (1) of the Bankruptcy and Suspension of Debt Payment Obligations Law states that a debtor who has two or more creditors and fails to pay at least one debt that has become due and payable, may be declared bankrupt by a court decision upon the petition of the debtor or one or more creditors (Asikin, 2022). Based on this provision, there are specific criteria that must be met for a debtor to be declared bankrupt. These criteria include the existence of a minimum of two creditors and at least one debt that has matured and is eligible to be collected, which the debtor has failed to pay. These two criteria are fundamental requirements for declaring a debtor bankrupt (Oktavira, 2022).

The legal procedure for bankruptcy, or the legal mechanism in a bankruptcy dispute, can be initiated by filing a bankruptcy petition with the Commercial Court. This submission is carried out in four phases. The initial phase is the registration of the bankruptcy petition. The provisions for this phase are recorded in Article 6 of the Bankruptcy and Suspension of Debt Payment Obligations Law. In this phase, the bankruptcy petition is submitted to the Chief Judge of the Court. Subsequently, the court clerk will register the bankruptcy petition on the same date it is submitted. Additionally, the clerk will issue written proof of receipt, initialed by an authorized official, on the same date the petition is registered. If the petitioner fails to comply with legal requirements, the clerk is obliged to reject the registration. After registering and providing a receipt, the clerk has a maximum of two days to forward the petition to the Chief Judge of the Court. The Court must then review the petition and schedule a hearing date no later than three days after the registration date (Jayadi, 2021).

The second stage in the bankruptcy legal process is the summoning of the parties. In this phase, a bailiff serves summons to the relevant parties via registered express mail. The summons must be served at least seven days before the first examination hearing. The hearing to examine the petition is held within a maximum of 20 days from the petition's registration date. The Court is also authorized to postpone the hearing for up to a maximum of 25 days from the registration date, provided there is a request from the debtor based on adequate grounds, such as a medical certificate from a doctor (Jayadi, 2021).

The third stage is the hearing phase. At this stage, the proceedings take place at the Commercial Court. The first hearing in a bankruptcy case at the Commercial Court is to examine the bankruptcy petition. This hearing is held within 20 days after the petition is registered. The Court also has the authority to postpone the hearing for a maximum of 25 days in accordance with Article 6, paragraph (7) of the Bankruptcy and Suspension of Debt Payment Obligations Law. At this hearing, the Court is required to summon the debtor if the petition is filed by a creditor, whereas if the petitioner is the debtor, the Court is obliged to summon the creditor(s). Subsequent hearings in bankruptcy cases follow the rules of civil procedure, with the distinction that proceedings in the Commercial Court are conducted in writing. Hearings at the Commercial Court apply a simplified standard of proof, as stipulated in Article 8, paragraph (4) of the Bankruptcy and Suspension of Debt Payment Obligations Law (Jayadi, 2021).

The fourth and final stage in the legal process of a bankruptcy case is the bankruptcy ruling. The Commercial Court's decision on a bankruptcy petition must be pronounced no later than 60 days from the date the petition was registered. This time limit supports a swift, inexpensive, and straightforward judicial process. The ruling must be delivered in an open court session and must detail the specifics of the case. Furthermore, a copy of the bankruptcy ruling must be delivered by a bailiff to the petitioning party (debtor or creditor), the curator, and the supervisory judge within a maximum of three days after the ruling is issued (Jayadi, 2021).

The description above indicates that a creditor can file for the bankruptcy of a debtor in a dispute by submitting a bankruptcy petition to the Commercial Court. The legal basis for filing a bankruptcy petition is regulated in Article 2, paragraph (1) of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (PKPU), which stipulates that a debtor with two or more creditors who fails to settle at least one debt that is due and payable can be declared bankrupt by the court. Furthermore, Article 6 of the aforementioned law regulates the procedure for filing a bankruptcy petition with the Commercial Court, while Article 8, paragraph (4) states that a judge is authorized to grant the bankruptcy petition if the necessary requirements can be adequately proven. In Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg, the creditors filed a bankruptcy petition against a debtor who failed to fulfill their obligations under a Cooperation Agreement by issuing a warning letter. The letter was sent by Anang Fitriyanto, Bachtiyar Bayu Kuncoro, and Dwi Purnomo as creditors. A *somasi* (demand letter) is a formal notice addressed to a potential

defendant. In short, a *somasi* can be understood as a final warning. The purpose of a *somasi* is to provide the party who is about to be sued an opportunity to act in accordance with the plaintiff's demands or to cease a disputed action. A *somasi* can be issued by an individual or a group, either through legal counsel or by the aggrieved party themselves.

The legal basis for a *somasi* is Article 1238 of the Indonesian Civil Code (Oktavira, 2023). Anang Fitriyanto, Bachtiyar Bayu Kuncoro, and Dwi Purnomo, as creditors, sent Demand Letter I on April 25, 2022, to PT. Mira Bersama Realty and Abdul Haris Habibi as debtors. The letter granted the debtors a period of three days to pay their debt. On May 2, 2022, Anang Fitriyanto, Bachtiyar Bayu Kuncoro, and Dwi Purnomo sent Demand Letter II to the debtors, which also stipulated a maximum of three days to make the payment. However, the debtors still failed to meet their obligations. Consequently, the lenders took legal action by submitting a bankruptcy petition to the Semarang Commercial Court, which is part of the Semarang District Court. The bankruptcy petition was based on the fulfillment of two conditions under the Bankruptcy and PKPU Law: the existence of two or more creditors, namely Anang Fitriyanto, Bachtiyar Bayu Kuncoro, and Dwi Purnomo, and at least one unpaid debt that was past its due date, as evidenced by Deeds of Acknowledgment of Debt Nos. 40, 41, and 42, which stated that the debtors were unable to pay their debts that had matured on March 24, 2022. Additionally, the bankruptcy petition was also based on the Deeds of Willingness to be Declared Bankrupt Nos. 38 and 39, made by PT. Mira Bersama Realty and Abdul Haris Habibi.

From these descriptions, it can be understood that legal protection for both the debtor and creditors has been realized. This is evidenced by the creditors' action to declare the debtors bankrupt due to their inability to settle loan obligations that had reached maturity. The bankruptcy petition had to be granted in accordance with the provisions of Article 8, paragraph (4) of the Bankruptcy and PKPU Law. The legal protection received by the debtor is that all of their seized assets are supervised by a curator based on the decision of the Semarang Commercial Court, thus preventing arbitrary actions by the lender or petitioner. Furthermore, there is also a form of legal protection for the lender or Petitioner. The Petitioners' bankruptcy petition was granted by the Panel of Judges. The Panel of Judges also affirmed that the Respondents had debts that were past their payment deadlines and granted the Petitioners' proposed curator.

**Judge's Considerations in Deciding on Bankruptcy Cases in Decision Number 20/Pdt.Sus -Pailit/2022/PN.Niaga.Smg in Accordance with Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations**

The judge's assessment is a crucial matter in deciding a case. There are several aspects to a judge's assessment, namely that a decision includes a legal review covering various matters related to the facts stated during the trial, the existence of the main issue and undeniable legal grounds, and the entirety of the *petitum* submitted by the plaintiff needs to be considered by the judge one by one for the judge to be able to draw a conclusion regarding the validity of a claim and whether a claim is granted or not (Ayuningthyas & Lestari, 2023). Judicial considerations have their own types. There are two kinds of judicial assessment in deciding a case, namely the judge's assessment from a juridical aspect and the judge's assessment from a non-juridical aspect. A juridical judicial assessment is an assessment made by a judge based on the existing evidence and stipulated by constitutional regulations as an element that must be included in the decision. Some of this evidence includes the public prosecutor's indictment, criminal charges, witness testimony, expert statements, the defendant's statement, physical evidence, and articles in the Criminal Code (KUHP). Meanwhile, a non-juridical judicial assessment is an assessment based on factors such as the defendant's motive for the act, the defendant's economic condition, and the judge's conviction regarding whether the defendant is

proven to have violated the law based on the elements of the offense charged (Holen, Adam & Lewerissa, 2025).

In Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg, the judge's assessment played a very important role. The first assessment made by the judge was to consider the formal requirements, including legal standing and the court's authority. The judge considered that in this case, the creditor had the standing as the petitioner, while the debtor had the standing as the respondent. The judge also considered the relative competence of the Semarang Commercial Court, which is part of the Semarang District Court, to have the right to handle this case because this case falls within the jurisdiction of the Semarang District Court in accordance with "Article 3 paragraph 5 of Law No. 37 of 2004." In conclusion, all formal requirements considered by the judge were fulfilled.

In the said decision, the Panel of Judges also considered the substantive provisions as a requirement for filing for bankruptcy based on Article 2 of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (PKPU). The first condition requires the debtor to have at least two creditors. From this provision, it can be concluded that in order to be declared bankrupt, the debtor must have a minimum of two creditors. Each creditor is entitled to equal treatment in terms of recovery from the debtor's assets. In general, creditors are categorized into three types, namely Secured Creditors, Preferential Creditors, and Unsecured Creditors. A secured creditor is a creditor in a bankruptcy dispute who holds a security right (*hak tanggungan*) or a pledge right (*hak gadai*). In the bankruptcy process, security rights and pledge rights are rights that allow creditors to automatically sell the goods guaranteed by the debtor, as noted in Article 1178 of the Civil Code (KUHPerdata). A preferential creditor is a creditor in bankruptcy who obtains a privilege based on constitutional provisions. In the event of debt settlement, this preferential creditor is the one who receives debt payment first, because this is stipulated in the Law, more precisely in Article 1134 of the Civil Code. Unsecured creditors in bankruptcy cases are often referred to as creditors with two rights. Unsecured creditors are creditors who have *pari passu* and *pro rata* rights. The meaning of these rights is that the settlement of debts to creditors is carried out proportionally without any priority by taking into account the large and small calculations of each debt compared to the total amount of the debtor's debt which is paid with the debtor's assets, in line with Article 1132 of the Civil Code (Rusli, 2019).

The second condition is that at least one loan is found to have matured and be collectible. Debt can be interpreted as an obligation that arises when there is a commitment between a creditor and a debtor. In the concept of debt in an agreement (performance), there are two parties, there is a party who has the right to the performance and there is a party who has the obligation to carry out the performance. Based on this explanation, it can be said that in the case of a bankruptcy petition, debt is not only limited to a money loan agreement, but also includes other obligations that arise outside of the agreement. In addition to the existence of debt, a condition for bankruptcy is the existence of a loan that has matured and can be collected. The meaning of this sentence is that there is a loan whose payment deadline has expired or has exceeded the grace period in an agreement, where the debt can be collected by the party entitled to the performance (Rusli, 2019).

The judge's assessment in Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg regarding the bankruptcy petition was based on two conditions. The first condition, the existence of two or more creditors, the judge considered that there were two or more creditors, this can be proven by the existence of three creditors, namely Anang Fitriyanto, Bachtiyar Bayu Kuncoro, and Dwi Purnomo. Each of these creditors provided a capital loan to the debtors, namely PT. Mira Bersama Realty and Abdul Haris Habibi, amounting to IDR 300,000,000 with a Cooperation Agreement Deed No. 06 made by Notary Riefky Adian, S.H., M.Kn on January 3, 2022, which stipulated that the payment grace period was until March 24, 2022. In addition,

the judge also considered the evidence of Receipt/Proof of Money Transfer No. Legalization 163/L/I/2022 between Anang Fitriyanto and the debtors, Receipt/Proof of Money Transfer No. Legalization 164/L/I/2022 between Bachtiyar Bayu Kuncoro and the debtors, and Receipt/Proof of Money Transfer No. Legalization 165/L/I/2022 between Dwi Purnomo and the debtors. The second condition is the existence of at least one loan that has matured and can be collected, in this case the judge considered that this condition was fulfilled because there was a Deed of Acknowledgment of Debt No. 40 made by Notary Riefky Adian, S.H., M.Kn addressed to Anang Fitriyanto. There was also a Deed of Acknowledgment of Debt No. 41 addressed to Bachtiyar Bayu Kuncoro and a Deed of Acknowledgment of Debt No. 42 addressed to Dwi Purnomo, each of which deed stipulated that the debtor's debt to each creditor had matured and was collectible in the amount of IDR 300,000,000. In addition to considering these aspects, the judge granted the lender's proposal because the debtors had made a Deed of Statement of Willingness to be Bankrupted No. 39 and 40 (Semarang Commercial Court, 2022, Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg).

The judge in the decision also considered the evidence submitted. There was documentary evidence from P-1 to P-18 and T-1 to T-15. All documents that served as evidence in this case were declared valid by the judge in accordance with Article 1868 of the Civil Code. The judge also assessed that there were no formal objections, witnesses/experts in this case. The debtor as the respondent in this case stated that he acknowledged the basic grounds of the lender as the petitioner. Thus, in this case, the judge's overall assessment acknowledged the validity of the evidence submitted and released the debtors from further proof. With no further proof, in this case the judge considered using simple evidentiary proceedings in this case. The Panel of Judges applied Article 8 paragraph (4) of the Bankruptcy and PKPU Law and the Principle of a fast, inexpensive, and simple judiciary (Semarang Commercial Court, 2022, Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg).

If the judge's assessment determines that the bankruptcy petition criteria are met, the court must appoint a receiver. The judge's assessment of the creditor's proposed receiver is based on Article 15, paragraph (1) of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. The creditor proposed two receivers: Elisabeth Imelda Jachja, S.H., M.H. and Fraser Romula Sitorus, S.H. The judge approved the proposal and confirmed the appointment of the two receivers in this case. In addition, the judge appointed a judge from the Semarang Commercial Court, a subordinate court at the Semarang District Court, to act as the supervisory judge in the bankruptcy case (Semarang Commercial Court, 2022, Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg).

## CONCLUSION

Based on the findings above, it can be concluded that if a debtor defaults on its obligations under the Cooperation Agreement Deed, the creditor may pursue legal recourse by filing a petition for a declaration of bankruptcy with the Commercial Court. This is pursuant to Article 2 paragraph (1) of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Payment Obligations, in conjunction with Article 6 and Article 8 paragraph (4), which govern the procedure and the judicial obligation to grant the petition for a declaration of bankruptcy if it is well-founded in law.

The judicial reasoning in Decision No. 20/Pdt.Sus-Pailit/2022/PN.Niaga.Smg is in accordance with the applicable regulations, as the requirements for bankruptcy were fulfilled. Specifically, Article 2 paragraph (1) of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Payment Obligations mandates that a debtor must have a minimum of two creditors and at least one debt that has fallen due and is collectible. In the aforementioned Decision, the panel of judges considered the evidence presented. The Debtor, as the Respondent in this case, acknowledged the principal basis of the claim made by the Creditor,

as the Petitioner. Consequently, the judges' overall assessment affirmed the validity of the evidence presented and relieved the Debtor of the burden of further proof, which aligns with Article 8 paragraph (4) of the Law on Bankruptcy and Suspension of Payment Obligations.

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