DOI: https://doi.org/10.38035/jlph.
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SOEs as Borg Parties in the Event of Debtor Default and its Relationship to the Concept of State Losses

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Abstract: State-Owned Enterprises (BUMN) are one embodiment of the mandate of the Preamble to the 4th Paragraph of the 1945 Constitution of the Republic of Indonesia which mandates the promotion of public welfare. As a business entity that has a central role in the lives of Indonesian citizens, BUMN strives to continue to innovate and develop its business lines. In its efforts to develop a business, it is very common for a business entity to experience profits or losses as part of dynamic market fluctuations. BUMN is a business entity in which there is participation in shares by the Republic of Indonesia with a minimum of 51% (fifty one percent), Thus, when the BUMN experiences losses it will create a condition that is considered detrimental to state finances. This research aims to analyze the classification of the concept of state losses within the scope of business activities in BUMN, especially in the case of BUMN as the Guarantor/Borg using a statutory approach, conceptual approach and case approach. The results of this research are that there are certain indicators and benchmarks in determining whether losses experienced by BUMN can be classified as acts that are detrimental to the state or merely a business risk caused by external factors.

Keyword: BUMN, Business Entity, State Losses, State Finances, Guarantor.

INTRODUCTION

The growth rate of the economy is one of the vital things that affect the progress of a country and affect the quality of life of its people either directly or indirectly. The pace of the economy itself in the perspective of the state of Indonesia is expressly stated in paragraph 4 of the Preamble to the Constitution of the Republic of Indonesia in 1945 (hereinafter abbreviated as the Constitution of the Republic of Indonesia in 1945) which reads “furthermore, to form an Indonesian government that protects all Indonesian people and all Indonesian blood and to promote the general welfare, educate the life of the nation, and participate in implementing world order based on independence, lasting peace and social justice”. From the formulation of Paragraph 4 of the preamble to the 1945 Indonesian constitution, it can also be understood that the establishment of the Indonesian state is based on the understanding of the welfare state or welfare state. One manifestation of the

concretization of the state that has direct responsibility for the welfare of its citizens is the establishment of a state-owned enterprise (hereinafter referred to as BUMN) which is also a manifestation of what has been mandated by Article 33 of the 1945 Indonesian constitution.

BUMN based on Article 1 Number 1 of Law No. 19 of 2003 on State-Owned Enterprises (hereinafter referred to as the SOE law) is defined as a business entity that all or most of its capital is owned by the state through direct participation derived from the separated state property which in this case is divided into BUMN public company and public company (Perum) which in this study will focus on BUMN that are public companies. As a business entity, SOEs are also subject to the provisions of Law No. 40 of 2007 on Limited Liability Companies (hereinafter referred to as the PT Law). As a business entity engaged in a particular field with a focus on making a profit, BUMN is certainly inseparable from the consequences of business in the form of fluctuations in income, both profits and losses that can be caused both from the company's internal conditions and market conditions. In addition, BUMN as a business entity also seeks to strengthen the market sector in several fields through the formation of holding companies that aim in addition to expansion efforts as well as business efficiency. This will certainly give birth to commitments related to guarantees, both material guarantees and individual guarantees.

In the business world, debt and receivables are closely related to the development of capital assets or working capital of a company to be more advanced and developed. Often the company needs a very large fund to finance the project, so the source of financing from one creditor only because of course there are limitations of banks in providing credit. In practice, there are often conditions when a state-owned holding company is requested by creditors to become an insurer or guarantor of a subsidiary or vice versa a subsidiary that is requested by creditors to become an insurer for debts belonging to a holding company or from another holding company in accordance with the provisions in Article 1820-1850 of the Civil Code (hereinafter referred to as the Criminal Code). Things like this are at risk of causing multiple interpretations of the classification of State losses for borg / guarantor as a third party when the main debtor is in default and the third party who has bound himself as an insurer is required to pay off the achievements of the main debtor which in this case BUMN as a third party is required to pay something outside of the main business activities.

METHOD

The research method used is normative juridical research within the scope of legal research. In this study will focus on the analysis of the application of the norms contained in the applicable positive law. The purpose of this study is to try to get a truth coherence that is trying to find a fact that axiologically is a value or rule as a reference. So in this study is not trying to get an empirical fact, but the suitability of the existing legal issues with positive legal rules in the form of legislation in force.

In this study used several approaches such as the statutory approach (statute approach) which is associated with the regulation of state-owned Enterprises, Limited Liability Companies, and State Financial Management. In addition, a case approach is also used which will be associated with several court decisions that have the status of inkracht van gewijsde. And the last one will be used conceptual approach (conceptual approach) which is associated with some basic concepts in the field of the company.

RESULTS AND DISCUSSION

Position of SOEs as Borg in the Indemnity Agreement (Borgtocht)

The individual guarantee/guarantee cover (hereinafter referred to as Borgtocht) is basically regulated in the provisions of Article 1820 of the Civil Code, the following reads as

follows. Indemnity is an agreement in which a third party in the interests of the creditor, commits to fulfill the debtor's engagement, if the debtor does not fulfill the alliance.

Based on these provisions, the guarantee agreement can be interpreted as an agreement made by a third party for the benefit of the guarantor (creditor) by binding himself to fulfill the engagement of the borrower (debtor), if the borrower (debtor) defaults against the lender (creditor). The content of the guarantee agreement is the promise of a third party who is willing to bear the debtor's debt, if the person concerned does not pay it off, in this case it can be said that the debtor is in default. The obligation of the insurer is born when the debtor is in default (conditional engagement).

Borgtocht by a company can basically be done which in this case only companies that are legal entities can serve as guarantors (borg). This action is often found in the business world and is called a corporate guarantee. Basically, corporate guarantee is the same as the insurance agreement in general and the provisions used are the same, namely the provisions of Article 1820 - article 1850 of the Civil Code, it's just that the difference is in the subject of law, which in this case the subject is a company (PT) with a legal entity.

The provision of this guarantee can be in the form of corporate guarantee debt guarantees, liability obligations, and bank guarantees. In debt guarantee, the guarantor is a third party individually, in contrast to the company guarantee, the guarantor is a business entity that is a legal entity. As for the development of a company or legal entity can provide guarantees to creditors in the form of corporate guarantee (corporate guarantee) and/ or personal guarantee (individual guarantee) as an insurer to guarantee to creditors in the repayment of the debtor's debt.

In practice there are several types of transactions in which the existence of a corporate guarantee or so-called corporate guarantee is required. The examples of transactions that generally have corporate guarantees are:

1. Debt and receivable transactions in which the debtor's parent company has assets placed as a form of debt security.
2. Technology provision transactions in which the technology is still not able to be used for the fulfillment of the agreement.
3. Provision transactions in which the product provider (the product to be held) does not have sufficient capital to prove that the transaction is sufficient to provide the product in accordance with the specified time.
4. Another transaction in which one of the parties requires the existence of a corporate agreement to guarantee that the agreement will be fulfilled.

The rights of the insurer in the insurance agreement are basically regulated in the provisions of the Civil Code. The rights of the insurer can be said to be a privilege as an insurer in the insurance agreement. SOEs as insurers who are legal subjects in the form of companies with legal entities also have the same rights as insurers in insurance agreements in general, namely as follows:

1. Right to claim first (Voorecht van Uitwinning)

The right means that insurer can ask the debtor to fulfill the achievement first, before the insurer is asked to perform. As for the right, it is provided for in the provisions of Article 1831 of the Civil Code.

2. Right to split the debt

This right means that the insurer may request to divide the burden of its obligations if there is more than one insurer. An example in this case is jointly and severally liable for a debt that has more than one guarantor. The right is provided for in the provisions of Article 1836 of the Civil Code.

3. Right to make dismissal

In a cover agreement, the right to terminate means that the termination can be made at any time and replaced by another guarantor. It should be noted that the dismissal action was carried out due to the fault of the debtor, with the example of the creditor letting the debtor sell his goods, while the creditor has privileges over the goods, this will weaken the position of the insurer. This right is provided for in the provisions of Article 1848 of the Civil Code.

4. Right to make sacrifices

The filing of deflection in this case is done when the debtor experiences force majeure (overmacht).

5. Regress right

The right of regression is the right to reclaim payments that have been made by the insurer. Prosecution of such rights may be in the form of principal debt, interest or costs. The right to regress is provided for in the provisions of Article 1839 of the Civil Code.

6. Right of subrogation

The right of subrogation is the right to replace all creditor positions if the insurer has made payment of the debtor's debt to the creditor. There are two types of subrogation: because of the law and subrogation because of the agreement. The right of subrogation is provided for in the provisions of Article 1840 of the Civil Code.

The authority of BUMN as a legal entity in the form of PT in terms of carrying out insurance agreements and becoming an insurer (borg) can be reviewed from the requirements of a company in order to become a corporate guarantor or guarantor in corporate guarantee. These requirements are basically based in advance with the provisions of Article 1827 of the Civil Code that the guarantor requirements, namely:

1. Speak.
2. Domiciled in the territory of Indonesia and has a wealth of property in Indonesia.
3. Have the ability to pay and have wealth.

Based on the practice in the field, the things that need to be considered in the corporate guarantor is the control owned by the guarantor and the amount of assets. Another thing that is important in a corporate guarantee is the identity of the guarantor. In addition, the insurer of this corporation in bearing the debtor's debt may end up selling assets or taking on obligations under material agreements which in this case can be categorized as material transactions stated in the articles of association so as to require the approval of the guarantor's shareholders.

The approval of Shareholders held at the General Meeting of shareholders (GMS) is one of the requirements for the company in providing corporate guarantees. As for this, it refers to the provisions of Article 102 paragraph (1) which states that the Board of Directors must seek approval from the GMs to transfer PT's assets or become a guarantee of PT's assets, which in this case includes 50% of the total net worth of PT in one or more transactions, whether related to one another or not. Based on elucidation of Article 102 paragraph (1) of the PT Law, valuation of more than 50% of net worth is based on book value according to the latest balance sheet approved by the GMS.

In the event that this corporate guarantee is included in a material transaction as referred to in Article 3 Paragraph (1) and Paragraph (2) of the Financial Services Authority Regulation (POJK) 17/POJK.04/2020 then it must meet the following requirements:

1. The transaction value is equal to 20% (twenty percent) or more of the equity of a public company.
2. Total assets that are the object of the transaction divided by the total assets of public companies equal to or greater than 20% (twenty percent).
3. The net profit of the transaction object divided by the net profit of the public company is equal to or greater than 20% (twenty percent).

4. The operating income of the transaction object divided by the operating income of the public company is equal to or more than 20% (twenty percent).

Transactions as referred to in the provisions of Article 3 Paragraph (1) and Paragraph (2) are carried out by public companies that have negative equity, transactions are categorized as material transactions if the transaction value is equal to 10% (ten percent) or more of the total assets of public companies.

Based on the provisions of Article 6 paragraph (1) POJK 17/POJK.04/2020 confirms that public companies that will carry out material transactions, in this case, provide mandatory corporate guarantees:

1. Using appraisers to determine the fair value of the Material transaction object and/or the fairness of the transaction.
2. Announce disclosure of information on any Material transactions to the public.
3. Submit the information disclosure as referred to in letter b and its supporting documents to the Financial Services Authority.

First obtain of the approval of the GMs in terms of:

1. Material transactions as referred to in Article 3 Paragraph (1) and Paragraph (2) more than 50% (fifty percent).
2. Material transaction as meant in Article 3 Paragraph (3) more than 25% (twenty-five percent).
3. The appraiser's report states that the Material transaction to be made is not reasonable.
4. Report the results of the implementation of material transactions on the report.

In material transactions carried out by the company or in the provision of corporate guarantees carried out by a controlled company whose shares are at least 99% (ninety-nine percent) of the paid-up capital of a controlled company or transactions carried out between controlled companies whose shares are owned at least 99% (ninety-nine percent) by the public company in question, the company is not required to obtain GMS approval and use an appraiser.

Responsibility of the Board of Directors as the insurer in the insurance agreement (Borg).

Before examining more deeply related to the responsibility of the board of directors as an insurer in the insurance agreement, it is necessary to discuss the principles of Business judgment Rules and also the principles of Fiduciary Duty. In principle, the Business judgment Rules is a principle that states that the board of Directors of a company cannot be legally responsible for business decisions, even though the decisions they make in the future have the potential to cause losses with the record that the decisions are taken by the board of Directors based on good faith, purpose, and the right way, rational basis, and prudence. The principle of Business judgment Rules is also contained in the PT Law Article 97 paragraph (5) which regulates that:

Members of the Board of Directors shall not be liable for losses as referred to in paragraph (3) if they can prove:

1. The loss is not due to his fault or negligence.
2. Has conducted Management in good faith and prudence for the benefit and in accordance with the purposes and objectives of the company.
3. Not have a conflict of interest either directly or indirectly over management actions that result in losses.
4. Not have a conflict of interest either directly or indirectly over management actions that result in losses
5. Have taken measures to prevent the occurrence or continuation of such losses.

In line with the principles of Business judgment Rules that require the company's directors to carry out their duties and obligations in good faith (te goeder trouw, good faith) as directors who must be trusted (fiduciary duty), trustworthy (must always be bona fide) and honest (must always be honest). In carrying out the duties of the Board of directors, there are several points of obligation of a Board of Directors, namely managing and making decisions based on good faith, clear goals or proper purposes, not using authority irresponsibly or unfettered discretion, and there is no conflict of interest or conflict of Duty.

From the explanation related to the principle of Business judgment Rules and also the principle of Fiduciary Duty, questions will arise when a SOE becomes the insurer or borg and the main debtor is declared in default which results in SOE as borg being obliged to complete the achievements of the main debtor, whether the Board of directors who make the decision to bind the SOE they lead as borg can be considered to have committed acts that harm the state's finances considering that the achievements made by SOE as borg are not something directly related to the activities of the SOE. To answer this question, it is necessary to examine more deeply related to state finances and the wealth of the country itself.

One of the characteristics of SOEs in the form of a public company that distinguishes them from other companies is the participation of shares owned by the Republic of Indonesia with an amount of at least 51% (fifty-one percent) as stipulated in Article 1 Number 2 of the SOE law. If it is related to the provisions in the PT Law Article 3 Paragraph (1) which stipulates that the company's shareholders do not have personal responsibility for the engagement made on behalf of the company and are not responsible for the company's losses exceeding the shares owned, then there is an ambiguity whether the shares owned by the state with a minimum of 51% (fifty-one percent) can be classified as pure property of the company or still bound as state finances.

The concept of state finance itself is regulated in Law Number 17 of 2003 on State Finance (hereinafter referred to as the state finance law). Based on Article 1 Number 1 of the state finance law, it provides a broad definition of State Finance as all rights and obligations of the state that can be valued in money, as well as everything in the form of money and goods that can be used as state property in relation to the implementation of these rights and obligations. Based on these definitions, it can be understood that the purpose of state financial regulation is to pay special attention to maintaining state wealth derived from collecting public funds through tax instruments, levies, and non-tax state revenues (PNBP).

More specifically, the concept of state finance can also be found in the explanation of Law No. 31 of 1999 on the eradication of corruption which states that.

The state finances referred to are all state property in any form, which is separated or not separated, including all parts of state property and all rights and obligations arising from:

1. Being in control, management, and accountability of state agency offices, both at the central and regional levels.
2. Are under the control, management, and responsibility of State-Owned Enterprises/regional-owned enterprises, foundations, legal entities, and companies that include state capital, or companies that include third-party capital based on agreements with the state. Meanwhile, what is meant by the state economy is economic life that is structured as a joint effort based on the principle of family or community business independently based on government policies, both at the central and local levels in accordance with the provisions of applicable laws and regulations that aim to provide benefits, prosperity, and welfare to all people's lives.

In principle, the main purpose of the separation between Civil Law entities and state institutions is to provide limits on the responsibilities of legal entities related to business risk to provide limits only limited to the company's assets and does not touch the wealth of the state as a whole. However, in practice, the position of the company's assets in the form of

SOEs still has two different views which from each view can have different implications. When examined from the point of view of Public Law, the capital of a company that partially or completely comes from the state, the state indirectly has the authority to perform supervisory functions over the utilization and management of state finances included in the company.

Meanwhile, when examined from the point of view of private law, in this case the state has the authority and position like other shareholders so that the state does not have the authority to supervise state money that has been included in the company.

Based on the presentation of the concept of Finance and state property, there are three bases in determining the responsibility of the Board of Directors on legal issues in this sub-discussion, namely Article 4 paragraph (1) of the SOE Law, Article 97 paragraph (5) letter B, Supreme Court Fatwa number WKMA/YUD/20/VIII/2006 of 2006 on SOE receivables, and Constitutional Court decision Number 62/PUU-XI/2013. First, in Article 4 paragraph (1) of the SOE law, it is stipulated that SOE Capital is and comes from state property that is separated. In more detail in the elucidation of Article 4 paragraph (1) it is also explained that what is meant by being separated is the separation of state property from the state budget to be used as state capital participation in SOEs for further development and management is no longer based on the state budget system, but development and management are based on the principles of a healthy company. From this explanation, it can be concluded that state finance as capital participation in SOEs still adheres to the principle of separation of state assets into the company's assets. So that in this case, the wealth issued by SOEs as a borg to fulfill the achievements of the main debtor cannot be directly categorized as a State loss with a record as long as the management is based on the principles of a healthy company. It is also supported by the Supreme Court Fatwa number WKMA/YUD/20/VIII / 2006 of 2006 on SOE receivables which in this case is an ethical and non-binding legal opinion which states that in the articles of the SOE law, which is a special law on SOEs, it is clearly regulated that SOE capital is obtained through state property that has been separated from the state budget and subsequently development and management are not based on the state budget system but are based on the principles of a healthy company.

Second, one of the indicators of whether the actions of the Board of Directors to bind BUMN as a borg are based on the principles of a healthy company can be seen through the Articles of Association of the BUMN concerned. The articles of association itself, according to Yahya Harahap, is a collection of written provisions relating to procedural legal acts to be carried out by the company, powers and rights that can be exercised by the PT management, documents containing internal rules and management of the PT, as well as containing basic rules regarding the issuance of shares, acquisition of shares, Capital, General Meeting of shareholders or GMS, voting rights, directors, and so on. For example, in the Articles of Association of PT Garuda Indonesia (Persero) Tbk in Article 12 which regulates the duties, authorities, and obligations of the Board of Directors in number 7 letter k regulates that the actions of the Board of Directors below must receive written approval from the Board of Commissioners: k. Bind the company as a guarantor (borg or avalist) with a certain value determined by the Board of Commissioners by taking into account the laws and regulations in the field of Capital Markets. In line with the Articles of Association of PT Garuda Indonesia, in the Board Manual of the public company (Perum) of Bulog on guidelines on Working Procedures, relationships, and communications of the Board of Directors and Supervisory Board of Perum BULOG. In Chapter IV, which regulates the working relationship between the Supervisory Board and the Board of Directors, in letter C, which regulates the actions of the Board of Directors that require written approval from the minister, in Number 1, it is stipulated that the Board of Directors must obtain written approval from the minister if it binds the company as a guarantor (borg or avalist). From two examples of articles of

association owned by PT Garuda Indonesia (Persero) Tbk and the board Manual of public companies (Perum) Bulog obtained an idea that if a Board of Directors binds the company as borg or avalist in accordance with the procedures stipulated in the Articles of Association, It can be said that the Board of directors binds SOEs as borg based on the principles of a healthy company.

Third, other indicators that can determine the accountability of the board of Directors is in Article 97 paragraph (5) letter b of the law on PT. In Article 97 paragraph (5) letter B, it is stipulated that members of the Board of Directors cannot be held liable for losses as referred to in paragraph (3) if they can prove that they have carried out Management in good faith and prudently for the benefit and in accordance with the purposes and objectives of the company. The element that needs to be underlined is “for the benefit and in accordance with the purposes and objectives of the company”. Then the next indicator is whether to bind SOE as borg in accordance and in line with the aims and objectives of the company which in this case is the SOE concerned. For example, a SOE as a Holding Company or holding company that binds itself as a borg or guarantor of subsidiaries that want to expand its business reach, it can be easily concluded that SOE as a holding company that binds itself as a third party guarantor with the aim of providing guarantees to subsidiaries in this case in line with the aims and objectives of the SOE concerned.

Fourth, in the decision of the Constitutional Court No. 62 / PUU-XI/2013, the Constitutional Court considers that is true, the state property has been transformed into state-owned capital or BUMD as business capital whose management is subject to the business paradigm (business judgment rules), but the separation of state property does not make the switch to state-owned property or BUMD that is independent of state property, because from the perspective of transactions that occur, it is clear that only separation cannot be constructed as a transfer of ownership, therefore it remains as state property and thus the state's authority in the field of supervision remains valid. However, the paradigm of state supervision in question must change, which is no longer based on the paradigm of State Property Management in government administration (government judgment rules), but based on the business paradigm (business judgment rules).”

From the quote of the Constitutional Court Decision No. 62 / PUU-XI/2013, it can be concluded that although the court considers that the wealth of the state in SOEs / BUMD can not be said to turn into the wealth of SOEs / BUMN, but the court considers that supervision of state finances as capital of SOEs / BUMD must be done based on the perspective of, it is not based on the paradigm of State Wealth Management in government administration or government judgment rules in order to create good corporate governance in order to improve the welfare of the people as contained in the purpose of the establishment of SOEs.

CONCLUSION

In the Civil Code, the guarantor or insurer is provided for in articles 1831-1850. From the provisions of the Civil Code, it can be concluded that a guarantor or insurer is also a debtor. In the case of the guarantee described in the provisions of Article 1820 of the Civil Code which states that the guarantee is an agreement made by a third party in the interests of the creditor, to bind themselves to fulfill the debtor's engagement, if the debtor does not fulfill the agreement. As for the statement, when associated with SOEs as a legal subject in the form of a company, its position in providing individual guarantees in the form of a corporate guarantee is the same as the position of an individual guarantor in a personal guarantee agreement.

The responsibility of the Board of Directors as an insurer in the insurance agreement or borg whether it can be classified as an act that harms the state's finances is principally determined by several factors that include the principles of a healthy company or Good

Corporate Governance consisting of openness, accountability, responsibility, independence, fairness and equality. As long as the board of Directors takes the decision to make SOEs as insurers for the interests of SOEs itself and based on the principles of Good Corporate Governance and through the stages stipulated in the AD/ART of SOEs, the actions taken by the Board of Directors cannot be said to be actions that harm the state's finances. It is also based on the Supreme Court Fatwa number WKMA/YUD/20/VIII/2006 of 2006 on SOE receivables that in the articles of the SOE law it is stipulated that SOE capital is obtained through state property that has been separated from the state budget and subsequently development and management are not based on the state budget system but are based on the principles of a healthy company or Good Corporate Governance.

REFERENCE

Asep Mulyana, Business Judgement Rule: Praktik Preadilan Terhadap Penyimpangan Dalam Pengelolaan BUMN/ BUMD (Grasindo 2018)

Bulog, “Board Manual Perusahaan Umum (Perum) Bulog Tentang Pedoman Tentang Tata Kerja, Hubungan, Dan Komunikasi Direksi Dan Dewan Pengawas Perum BULOG” (2021)

Jufrian Murzal, “Yang Harus Diperhatikan Jika Perusahaan Ingin Memberikan Corporate Guarantee” (Hukum Online, May 8, 2023)

M. Yahya Harahap, Hukum Perseroan Terbatas (Sinar Grafika 2011)

Mahkamah Agung, “Fatwa Mahkamah Agung Nomor WKMA/YUD/20/VIII/2006Piutang BUMN” (2006)

Meidi Yanto Sandi, “Kekayaan Negara Yang Dipisahkan Dalam Badan Usaha Milik Negara (BUMN) Dalam Bentuk Persero” (2023) 2 Notary Law Journal 188

Munir Fuady, Hukum Kontrak: Dari Sudut Pandang Hukum Bisnis (Citra Aditya 1999), Perseroan Terbatas (Paradigma Baru) (Citra Aditya Bakti 2017)

Peter Mahmud Marzuki, Penelitian Hukum (Prenadamedia 2005)

Susanti Adi Nugroho, Hukum Kepailitan Di Indonesia: Dalam Teori Dan Praktik Serta Penerapan Hukumnya (Prenadamedia 2018)

Uswatun Hasanah, Hukum Jaminan: Konsep Dan Pengaturannya Di Indonesia (Setara Press ed, Setara Press 2021)

W. Rjawan Tjandra, Hukum Keuangan Negara (Grasindo 2014)

Putusan Mahkamah Konstitusi Nomor 62/PUU-XI/2013 2013 240.