HAK KREDITOR YANG BELUM MENANDATANGANI PERUBAHAN PERJANJIAN KREDIT SETELAH BERLAKUNYA PERJANJIAN PERDAMAIAN ATAS JAMINAN KEBENDAAN YANG DIPERJANJIKAN DALAM PERJANJIAN PERDAMAIAN

(Studi Kasus Putusan Pailit Sritex)

Rieka* dan Nindyo Pramono**

Intisari

Penelitian ini bertujuan mengetahui dan menganalisis implikasi hukum dari pembatalan perjanjian perdamaian PT Sri Rejeki Isman Tbk, PT Sinar Pantja Djaja, PT Bitratex Industries, dan PT Primayudha Mandirijaya (Grup Sritex) yang mengakibatkan Grup Sritex pailit, dengan fokus pada perlindungan hukum bagi kreditor yang belum menandatangani perubahan atas perjanjian kredit awal (Perjanjian Kredit Definitif) dan belum menunjuk pihak yang mewakilinya sebagai pemegang jaminan kebendaan bersama.

Penelitian ini menggunakan metode penelitian hukum normatif-empiris, data dikumpulkan melalui studi literatur (bahan hukum primer, sekunder, dan tersier) serta wawancara dengan PT Bank Central Asia Tbk (BCA) selaku wakil pemegang jaminan kebendaan.

Hasil penelitian menyimpulkan bahwa belum ditandatanganinya Perjanjian Kredit Definitif tidak menyebabkan kreditor kehilangan haknya atas jaminan kebendaan bersama yang telah diperjanjikan. Hak ini tetap melekat, sepanjang kreditor tersebut mendaftarkan tagihannya sebagai kreditor separatis kepada kurator. Hal ini menunjukkan bahwa hak kreditor atas jaminan yang diberikan berdasarkan perjanjian perdamaian tetap dilindungi oleh hukum meskipun perjanjian perdamaian tersebut dibatalkan dan kreditor tersebut belum menandatangani Perjanjian Kredit Definitif.

Kata Kunci:
Pembatalan Perdamaian, PKPU, Perlindungan Kreditor, Jaminan Kebendaan.

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THE RIGHTS OF CREDITORS WHO HAVE NOT SIGNED AN AMENDED CREDIT AGREEMENT AFTER THE PEACE AGREEMENT COMES INTO EFFECT REGARDING THE COLLATERAL OF THE PROPERTY PROMISED IN THE PEACE AGREEMENT

(Case Study Of The Sritex Bankruptcy Decision)

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Abstract

This study aims to determine and analyze the legal implications of the cancellation of the peace agreement of PT Sri Rejeki Isman Tbk, PT Sinar Pantja Djaja, PT Bitratex Industries, and PT Primayudha Mandirijaya (Sritex Group) which resulted in the bankruptcy of the Sritex Group, with a focus on legal protection for creditors who have not signed changes to the initial credit agreement ("Definitive Credit Agreement") and have not appointed a party to represent them as the holder of joint collateral.

This study using a normative-empirical legal research method, data was collected through a literature study (primary, secondary, and tertiary legal materials) as well as interviews with related parties, such as PT Bank Central Asia Tbk (BCA) as the representative of the collateral holder.

The research concludes that the fact that the Definitive Credit Agreement has not been signed does not cause creditors to lose their rights to the join pledged collateral. This right remains attached, as long as the creditor registers their claim as a separate creditor with a proportional share to the curator. This shows that the creditor's right to collateral granted under the peace agreement remains legally protected even if the peace agreement is later canceled and the debtor is declared bankrupt.

Keywords:
Cancellation of Peace Agreement, PKPU, Creditor Protection, Collateral.

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