Budapest International Research and Critics Institute-Journal (BIRCI-Journal)
Humanities and Social Sciences
ISSN 2615-3076 Online)
ISSN 2615-1715 (Print)
www.bircu-journal.com/index.php/birci

PKPU Moratory As a Form of Proof of Failure to Pay

Ratibulava[1], Steppanus Meky Cresiawan[2], Muhammad Firmansyah Nasution[3]
[1,2,3]Universitas Airlangga
ravhaalava@gmail.com, steppanusmeky@yahoo.co.id, Firmansyah.nasution@icloud.com

Abstract

The most appropriate Debt Moratorium at this time is the Bankruptcy mechanism and PKPU, by looking at the good faith of the Debtor, then the creditor can estimate that the debtor is able to pay its obligations by postponing / moratorium on the debt as outlined in the peace plan. The idea of a bankruptcy moratorium and PKPU started from the increase in cases registered in commercial courts and other economic impacts, so it can actually be said that a moratorium is not the right solution. Reviewing the discussion of the moratorium can be done if there is uncertainty in the situation and if the moratorium is carried out it will bring goodness and order to all parties. The moratorium on bankruptcy cases and PKPU is not an effective solution, considering that the bankruptcy institution and PKPU were born from Law Number 37/2004. This means that the idea of a moratorium must go through a legislative process so that it can be in sync with Law No. 37/2004. This mechanism is not easy and will take a long time so that the idea of a moratorium is technically a law and regulation. Likewise, technically judicial, the moratorium idea is related to the limitation of the competence of the commercial court so that it is necessary to synchronize the legislative and judicial functions, if implemented it will cause many problems so that it will be more effective and efficient to revise Law No. Compared to a moratorium on bankruptcy and PKPU cases, revising the two regulations will be more effective in resolving the negative impacts that arise in connection with bankruptcy and PKPU cases in commercial courts.

Keywords
moratorium; PKPU; force majeure; economics; commercial court.

I. Introduction

Issuance of a moratorium on filing for bankruptcy and postponing debt payment obligations (PKPU), aims to save the business world affected by the Covid-19 pandemic. The conditions are completely uncertain for today's business world, steps to bankrupt a business must be avoided. Therefore, a policy with a short process is needed to anticipate payment failures. The government can issue a PERPPU on the Bankruptcy Law and PKPU, with the regulation regarding this moratorium there must be a legal umbrella and must look at all aspects including banking and creditors. The moratorium and the process of preparing legal institutions during the moratorium period must also have a specified period of time so that there is no legal vacuum.

Especially in the decision of the bankruptcy statement by the court where the debtor who is unable to pay his debts will have a very broad detrimental impact not only on the debtor, but also for the state and society, because it can affect the amount of state income in the form of taxes, causing termination of employment relations for employees and the community. workers who can affect the level of community welfare. There are times when debtors who are bankrupt by a minority of creditors actually still have good business

DOI: https://doi.org/10.33258/birci.v5i3.6090

prospects and can return to being a healthy company if they are given some relief on their debts through restructuring steps.

The Ministry of Law and Human Rights notes released on December 10, 2021, there were 1,122 applications for PKPU qand bankruptcy in Indonesia. Several reasons became the basis for the morotarium plan for filing for bankruptcy and PKPU. First, the direction of global policies such as that of the world bank which provides support for debtors or creditors to jointly solve problems. For the second case where the parties who take advantage of PKPU in the conditions of the COVID-19 pandemic. The outbreak of this virus has an impact of a nation and Globally (Ningrum et al, 2020). The presence of Covid-19 as a pandemic certainly has an economic, social and psychological impact on society (Saleh and Mujahiddin, 2020). Covid 19 pandemic caused all efforts not to be as maximal as expected (Sihombing and Nasib, 2020). This condition certainly has a broad impact, including termination of employment (PHK) if the company is declared bankrupt, and for justifying reasons, namely related to taking steps for a moratorium on filing for bankruptcy and PKPU which is carried out to reduce the number of bankruptcy and prevent entrepreneurs who are still insolvent and forced to enter. into bankruptcy proceedings.

In principle, PKPU is debt restructuring, with PKPU, debtors whose payments are already in default require restructuring. Restructuring through the courts (PKPU) is carried out because it can simultaneously restructure all debtors' debts. PKPU is a period of negotiation or mass debt restructuring through the Commercial Court which is facilitated by the PKPU Management and Supervisory Judges. Debt restructuring in the PKPU process involves all creditors (separatist creditors and concurrent creditors), and if it succeeds in reaching peace according to the conditions in Article 281 of the Bankruptcy Law, the reconciliation will be ratified by the court, and this is binding on all creditors, even though there are those who not present.

If viewed from the perspective of the debtor, PKPU is an opportunity to reorganize its debts with legal protection for the sustainability of its business. Meanwhile, from creditors, PKPU is a medium to find out that debtors have good prospects to pay off their debts. So, with the moratorium on PKPU, how can the restructuring be effective and efficient, if carrying out a bilateral restructuring model between debtors and creditors, especially with various creditor cases, it will take a very long time to negotiate and reach a restructuring agreement.

The PKPU moratorium can hamper the business activities of debtors because they have to negotiate with many creditors for years. Especially with the problem of moral hazard, which can be said as a form of deviation. So, from this juridical condition, another problem can be found, namely when the model or method of moral hazard in a conflict of interestisused as a mode to take advantage of the formulation of the bankruptcy moratorium policy and the Suspension of Debt Payment Obligations (PKPU) based on Law Number 37 of 2004. Regarding Bankruptcy and Suspension of Debt Payment Obligations. Therefore, research is urgently needed that can later form a strong provision as a preventive effort in dealing with bankruptcy problems and other default actions caused by the simplicity of the bankruptcy filing process. The process of bankruptcy proceedings in the concept of debt is very decisive, because without debt it is impossible for bankruptcy cases to be examined. Without these debts, the essence of bankruptcy does not exist because bankruptcy is a legal institution to liquidate debtors' assets to pay their debts to creditors. Thus, debt is the raison d'etre of a bankruptcy. This situation will be used as a modus operandi by some moral hazard with the bankruptcy moratorium and Debt Payment Suspension (PKPU) policies whose authority is in the hands of the government as if the Government believes the problem of paying off debt is purely from the inability of the corporation.

II. Research Method

This research is normative legal research that uses three approaches, namely, the statutoryapproachand theconceptual approach, which will be briefly described as follows:

1. The first approach used is thestatute approach), namely the approach taken by examining various provisions of laws and regulations that are relevant to existing legal issues.
2. The second approach, namely the conceptual approach, departs from legal principles and various doctrines that develop in legal science, it will find ideas that give birth to legal understandings, legal concepts, and legal principles that are relevant to the issues at hand. The understanding of these views and doctrines is the basis for researchers in building a legal argument in solving the issues at hand.

III. Result and Discussion

3.1 The PKPU Moratorium as a Form of Debt Restructuring

A moratorium according to the Black Law Dictionary: "Delay in performing an obligation or taking an action legally authorized or simply agreed to be temporary." In its broadest sense, a moratorium is a suspension of obligations with an agreement on a temporary basis. It is important first to specifically review that there is a Balance Principle in which the Bankruptcy Law provides balanced protection for creditors and debtors, on the one hand there are provisions that can prevent the abuse of bankruptcy institutions and institutions by dishonest debtors, on the other hand there are provisions that can prevent the occurrence of such abuse by creditors with bad intentions. The second is the existence of the principle of business continuity contained in the Bankruptcy Act, where the possibility of debtor companies with prospects remains. The Bankruptcy Law does not only lead to bankruptcy and the execution of debtors' assets, there are other alternatives, namely in the form of providing opportunities for companies that do not pay their debts but still have good business prospects and the management has good intentions and is cooperative to pay off their debts. , it can be attempted to restructure its debts and restructure the company, so that bankruptcy is the ultimum remidium.

The Bankruptcy Law stipulates that debtors can avoid the liquidation of their assets in the event that the debtor is declared bankrupt. The first way is to apply for PKPU, and the second way is to make peace between the Debtor and his Creditors after the Debtor is declared bankrupt by the Court. However, there are also Government steps towards the moratorium on PKPU and bankruptcy, namely as follows:

1. Postponement of bankruptcy and PKPU applications within a certain period of time.
2. Prohibition of bankruptcy applications and opening of PKPU applications.
3. The application of appropriate conditions in the application for bankruptcy and PKPU, for example, such as determining the minimum limit for the value of debt.

PKPU is a certain period of time given by law through the decision of the Commercial Court, in that period of time the creditor and debtor are given an agreement to discuss ways to pay their debts by providing acomposition planfor all or part of the debt. , including if necessary to restructure the debt. In other words, PKPU is a kind of moratorium, in this case a legal moratorium.

PKPU can be done as an effort by debtors to avoid bankruptcy. This effort can only be submitted by the debtor before the decision on the bankruptcy statement is determined by the court, because based on Article 229 paragraph (3) of the Bankruptcy Law and PKPU, the PKPU application must be decided first if the bankruptcy declaration

application and the PKPU application are submitted at the same time. If the PKPU application is submitted after the bankruptcy declaration application, then based on Article 229 paragraph (4) of the Bankruptcy Law and PKPU, the PKPU application must be submitted at the first session of the bankruptcy declaration application so that the PKPU application can be decided before the bankruptcy declaration application. In the context of Bankruptcy, assets and authorities are controlled by the curator while debtors cannot control their assets and are no longer authorized to carry out legal actions related to their assets. Because in truth, Bankruptcy and bankruptcy starts from the inability to pay but in practice it often becomes the unwillingness of the debtor to pay his debts that have matured and can be collected. If the debtor is in such a condition, the debtor, creditor or other party specified in the legislation can file an application for bankruptcy to the court.

Launching from Kompas.com - 08/26/2021 data, regarding "The Government is Asked to Be Careful in Reviewing Discourse on the PKPU Moratorium and Bankruptcy", the government is currently reviewing the proposals of entrepreneurs related to the temporary suspension or moratorium on bankruptcy cases and the postponement of debt payment obligations (PKPU) for three years. This was stated by the Coordinating Minister for Economic Affairs Airlangga Hartanto in the 31st National Working Meeting of the Indonesian Employers Association (Apindo) on Tuesday (24/8/2021). He explained that bankruptcy and PKPU cases have increased until now there are 480 cases spread in courts in Jakarta, Surabaya, and so on. The government also sees an indication of moral hazard due to the ease of filing a PKPU application and a declaration of bankruptcy. Before the issuance of regulations related to the Bankruptcy Law moratorium, it is necessary to have wisdom in looking in a complete and comprehensive manner regarding PKPU and bankruptcy instrumentsinterconnectedness and correlation. , noa moratorium should be imposed. Regarding the changes to the Bankruptcy Law that will be carried out by the DPR in the Priority National Legislation Program (PROLEGNAS) in the medium term ahead, it should not be carried out with a moratorium, because this is a setback from a guarantee of certainty in doing business in Indonesia. That the high number of PKPU applications is not due to moral hazard.is not known Nebis in Idem, so when the application is rejected, the creditor can re-apply the PKPU application. Second, if we look at statistical data from year to year, the PKPU case ends in peace between debtors and creditors.

Bearing in mind that the establishment of the Bankruptcy Law and PKPU cannot be separated from the Monetary Crisis that befell Indonesia and several Asian countries. The Bankruptcy Mechanism and PKPU have proven to be effective in maintaining economic stability related to the legal certainty of creditor rights and debtor rights. So that Indonesia is able to get out of economic recession quickly.

The debt moratorium is deemed necessary to be approved, in order to avoid the seizure of the Debtor's property which has the potential to carry out its own execution against the law. Avoiding the arbitrariness of Creditors who have collateral without regard to the interests of the Debtor and other Creditors. As well as avoiding Debtors or Creditors who make fraudulent/naughty efforts by giving only one-sided benefits. Considering the wishes of the community, and the attitude of the government, the Bankruptcy mechanism and PKPU are the answer to the Debt Moratorium. Instead of carrying out a Moratorium on Bankruptcy and PKPU, instead it opens it wide so that there is supervision and filter for Debtors to be responsible and respect an agreement.

The decision to issue a moratorium on Law Number 37 of 2004 concerning Bankruptcy. What needs to be discussed and changed. The issue of amendments already exists, regarding restructuring through debts it can be carried out under the Bankruptcy

Law. It is also undeniable that the pandemic is an obstacle on all fronts, but it must also be seen from the perspective of entrepreneurs and the protection of creditors who demand their rights. Thus, the law is not subject to a moratorium, but is given additional limitations, such as the submission of a bankruptcy application with a certain value, issuing temporary measures during the pandemic, or the provision that creditors are temporarily not allowed to apply for PKPU, and it can also be from the Court more be selective again in terms of accepting applications for PKPU submissions, then by anticipating the abuse of bankruptcy institutions and PKPU which will ultimately harm the national economy, such as the provisions in Law Number 37/2004 which states that during the bankruptcy and PKPU proceedings in the commercial court, creditors cannot charge interest. , fines, penalties including ongoing installments. Revisions are also needed regarding the requirements for the number of creditors and the amount of receivables so that the bankruptcy institution and PKPU are not easily misused. Thus, legal certainty can be established in the scope of business for both creditors and debtors, not with a moratorium or termination of the provisions in the Bankruptcy Act.

3.2 Proof of Payment Failure during the Pandemic Period Due to Overmacht or Force Majeur

Since the beginning of 2020, we have been busy with efforts to overcome the spread of the Corona Virus Disease 2019 (COVID-19) Pandemic. Since the first case of this virus was discovered in November 2019 in Wuhan, China, the number of reported cases has continued to experience a significant escalation. It is undeniable that since the emergence of the Corona Virus Disease 2019 (Covid-19) pandemic, it has indeed caused a lot of controversy. However, in line with these various discussions about Covid-19, the World Health Organization (WHO) has finally determined the spread of COVID-19 as a Global Pandemic. In terms of terms, Pandemic basically refers to a disease that spreads to many people in several countries at the same time. In fact, the number of spreads of the corona virus itself is increasing significantly and continuously globally. The spread of the Corona Virus Disease 2019 (Covid-19) outbreak as a global pandemic has caused various new problems in various sectors in Indonesia, even the world. Not only a health issue, the spread of the Covid-19 outbreak has caused a multidimensional crisis. Not only a public health crisis, but also a crisis that will have an impact on every sector, the weakening of domestic economic performance will certainly have an impact on increasing the burden of government spending. Meanwhile, in terms of civil law, the decline in turnover due to reduced demand will have an impact on the ability to pay debtors to creditors, and can even result in default for debtors.

Forcemajeureas a reason to release debtors' responsibilities. Force majeure in an agreement is regulated in the Civil Code (KUHPerdata) or hereinafter referred to as BW, in the provisions of Article 1244 BW and Article 1255 BW. When examined further, the regulation regarding force majeure emphasizes the procedures for reimbursement of costs, compensation, and interest. However, this provision can still be used as a reference as a force majeure. In an agreement, theforce majeureor also known as overmacht can provide protection to debtors if they experience losses caused by natural disasters (floods, earthquakes, rainstorms, hurricanes), power outages, sabotage, war. , military coups, epidemics, terrorism, blockades, embargoes, and so on.

The global coronavirus that is hitting the economy, especially in the business world, is used as an excuse by business actors not to fulfill their achievements or obligations due to events that are beyond their capabilities. This has resulted in many business contracts being automatically changed or even canceled. The current spread of the corona virus has

caused public speculation, especially business people who consider the Presidential Decree No. 12 of 2020 concerning the Determination of Non-Natural Disasters for the Spread of Corona Virus Disease 2019 (Covid-19) as the legal basis for force majeure. Furthermore, this discussion will be studied further regarding the reasons for the force majeure in an agreement, in this case a business contract that occurred during the corona.

Regarding the engagement is a legal relationship between two people or two parties, based on which one party has the right to demand something from the other party (the creditor), and the other party is obliged to fulfill the claim (the debtor). If the claim is not fulfilled voluntarily, the debtor (creditor) can sue before a judge. Or in other words, if the debtor (debtor) does not do what he promised, then he is said to have committed "default" (broken promise). According to the Legal Dictionary, default means negligence, negligence, not keeping promises, not fulfilling contracts. So, default is a condition in which a debtor (indebted) does not carry out the achievements required in a contract, which can arise due to the intentional or negligence of the debtor itself and the existence of coercive circumstances (overmacht). In the civil law the material default is regulated in Article 1238 BW which states: "The debtor is declared negligent by a warrant, or by a similar deed, or based on the strength of the engagement itself, i.e. if this engagement results in the debtor being deemed negligent by the passage of the specified time. " Meanwhile, based on the doctrine, the default (negligence or negligence) of a debtor can be in the form of 4 (four) kinds, namely:

a. Not doing what he is capable of doing;
b. Carry out what he promised, but not as promised;
c. Did what was promised but was too late; and
d. Doing something that according to the agreement is not allowed to do.

Furthermore, in relation to the provisions of this default, it is regulated in Article 1243 BW as follows:

"Reimbursement of costs, losses and interest due to non-fulfillment of an engagement is obligatory, if the debtor, even though it has been declared Default, still fails to fulfill the engagement, or if something must be given or done can only be given or done in a time that exceeds the specified time.

In line with that, it is said that the legal consequences arising from default are as follows:

a. Must compensate for losses suffered by creditors or other parties who have the right to receive the achievement (Article 1243 BW);
b. Termination of the Contract accompanied by payment of compensation (Article 1267 BW);
c. Must accept the risk transfer since the default occurred (Article 1237 paragraph (2) BW);
d. Must bear the costs of the case if the case is brought to court (Article 181 paragraph (2) HIR);

However, a debtor who is declared in default and he is asked for sanctions for the default that occurs, he can defend himself by stating various reasons. One of them is because of theforce majeure or overmacht. As stated by Subekti, a debtor who is accused of being negligent and asked to be punished for his negligence, he can defend himself by putting forward several reasons to free himself from the punishments. There are 3 (three) kinds of defense, namely:

a. File a claim for a state of coercion (overmacht or force majeure);
b. Propose that the debtor (creditor) himself has also been negligent (exceptio non adimpleti contractus);

c. Propose that the creditor has relinquished his right to claim compensation (waiver of rights: rechtsverwerking);

Thus it can be understood if one of the reasons that can abort a debtor to be declared to have defaulted is due to aforce majeure or overmacht situation. In the Civil Code, the matter of coercive circumstances is regulated in Article 1244 BW and Article 1245 BW, both articles are contained in the section that regulates Compensation, which states as follows:

"Debtors must be punished to compensate costs, losses and damages. flower. if he cannot prove that the non-performance of the engagement or the inaccuracy of the time in performing the engagement is caused by something unforeseen, which cannot be insured against him. even if there is no ill will towards him."

"There is no reimbursement. losses and interest. if due to coercive circumstances or due to things that happen by chance, the debtor is prevented from giving or doing something that is required, or doing an act that is prohibited for him.

So that the force majeure is a reason to be released from the obligation to pay compensation. With regard to the debtor's reason for liberating himself from these punishments by submitting a defense of the existence of a force majeure (overmacht or force majeure), in essence by submitting this defense, the debtor is trying to show that the non-fulfillment of what was promised was caused by things that were completely unpredictable, and where he can do nothing about circumstances or events that arise unexpectedly. In other words, the non-performance of the agreement or the delay in its implementation, is not due to negligence. He cannot be said to be wrong or negligent, and a person who is not wrong should not be subject to the sanctions that are threatened for negligence. Such understanding is actually very closely related to what is called good faith.

The provisions of Article 1244 BW explain that the payment of compensation costs and interest is related to the burden of proof, namely in the event of a default, the debtor is sentenced to pay compensation if he cannot prove that the default was due to unforeseen circumstances or circumstances beyond the ability of the debtor. It must also be ensured that the debtor is not in a state of bad faith because if it is proven that the debtor has bad intentions, he will still be burdened with paying compensation. Besides that, the problem of the burden of proof lies with the debtor, so that if he cannot prove the reasons that can free him from paying compensation, the debtor must pay compensation. So the creditor does not need to be burdened with proof to be able to claim compensation from the debtor who is in default. In Article 1245 BW it is explained about the exemption from payment of fees, losses and interest by the debtor if there has been a forced situation or due to an unintentional situation, resulting in the debtor being unable to give or do something that is required, or because of the same things he has done an act that forbidden. Basically the same as the previous article, which explains the release of the debtor in paying compensation for losses if he is in default. The failure to carry out the achievement is due to a coercive or unintentional situation.

In the business world, failure to fulfill contractual obligations or default does not apply if the party who is unable to fulfill the performance can prove that there is an unavoidable obstacle, such as a natural disaster. Corona virus which is a global pandemic has caused many business actors not to carry out their obligations. The incident is used as an excuse as a force majeure not to carry out the agreement. However, using the Covid-19 excuse to claim force majeure without government policies is difficult to implement.

Many business actors in the business world interpret the disaster as a force majeure, namely an extraordinary event that causes people to be unable to carry out their achievements due to an event beyond their capabilities. As a result, the business contracts

that have been made and agreed upon are changed or even canceled. Of course, this speculation raises public questions because the effects of the corona virus pandemic have greatly disrupted community activities, especially the business sector. Mahfud MD considered that the presence of Presidential Decree No. 12 of 2020 which was used as the basis for canceling civil contracts in this case a business contract or agreement was a mistake. According to him, in the law of the agreement, there are provisions regarding force majeure that can be used as a reason to cancel the contract. However, this speculation is wrong. In addition, it also causes unrest, not only in the business world but also for the government. He also emphasized that the status of Covid-19 as a noncannot be directly used as a reason for canceling a contract on the grounds of force majeure or coercive circumstances.

Studying in more detail regarding force majeure cannot automatically be used as a reason for the cancellation of an agreement, but it can be used as an entry point to negotiate in canceling or changing the contents of the contract. The agreement or contract must continue to be carried out in accordance with the contents that have been agreed upon because according to Article 1338 BW states that every agreement made legally applies as law for those who make it. So as long as a contract is not changed with a new contract, the contract that was previously agreed remains valid and the contract is binding like a law.

Cannot be used as a reason for canceling a contract on the grounds of force majeure. Previously, it had to be seen whether in the contract clause there was an agreement that at the time of its implementation a forced event occurred, the contents of the contract could be deviated. In addition, it is also necessary to understand the type of force majeure that occurs, which is included in the contract clause. The types are and absolute force majeure relative force majeure. force majeure is an event or event that absolutely negates the party's ability to fulfill an achievement. force majeure is a state of coercion that exists but there are alternatives that are substituted, compensated, postponed in fulfilling their achievements. The outbreak of the corona has caused a public health emergency in Indonesia. So the government has determined that Covid-19 is a non-natural disaster in our country. The birth of Presidential Decree No. 12 of 2020 is not intended and cannot be used as the reason for the Covid-19 (corona pandemic) as a reason for canceling a contract. However, renegotiation can be pursued by the parties on the grounds of force majeure, of course referring to the provisions of Article 1244, Article 1245, and 1338 BW.

IV. Conclusion

Turkey stands on the ruins of the Ottoman Empire, which ruled for nearly six centuries (1342-1924 AD). The Ottoman Empire reached its peak during the reign of Suleiman Akanuni. Istanbul, the capital of the Ottoman Empire, is one of the largest cities in the world. Turkey is so influential in Islamic-style countries in the Middle East, especially the Hijaz. But this glory slowly began to decline in 1571. As a result of attack after attack by the Portuguese and Russians, Ottoman Turks lost territory after territory. The Ottoman Empire was utterly ruined at the end of the early 19th century. The Turkish reform movement's emergence of the Tanzimat movement fostered a burning nationalist spirit that eventually abandoned its identity as an Islamic state. At its peak, the formation of a secular Turkish state, Mustafa, was led by Kamal Ataturk. The Ottoman Empire was officially abolished in 1922, forming the Republic of Turkey. Meanwhile. One of the essential acts of Westernization by the Kemalist regime was the adoption of Western laws and court systems. During 1924-1928, the government of Mustafa Kemal tried to abolish all institutions and symbols that referred to traditional Islam, which were considered to

hinder the modernization of Turkey. After World War II, In 1983, democracy in Turkey was restored. Erdogan returned to politics through the Istanbul region's Welfare Party (Refah Partisi). On August 28, Erdogan was officially sworn in as the 12th President of Turkey. Erdogan's domestic political policies include: (a) Freeing education fees and (b) Erdoan reinstating the old habit of teaching the Koran and Hadith in public schools. (c) The policy requires Islamic religious education from primary and secondary school to 12 levels. This is the new face of Turkey under Erdogan's political management, namely as a prophetic politics that leads to humanization, liberation, and transcendence. In general, in a contract or agreement there are arrangements regarding *force majeure* or coercive circumstances. *Force majeure* is a situation where the debtor fails to carry out its obligations, namely in the form of fulfilling achievements to the creditor due to events that are beyond the control of the party concerned due to earthquakes, landslides, epidemics, riots, wars and so on. However, many business actors do not specifically regulate the occurrence of certain disease pandemics such as the corona virus which we are currently experiencing as *force majeure*.

The new type of corona virus pandemic or known as Covid-19 is categorized as a case of *force majeure* or forced circumstances. As a result of these circumstances will certainly disrupt the continuity of a contract or agreement in the business world. It can even lead to disputes in its implementation. In this case, the Government has taken a step by imposing a moratorium on the Bankruptcy Law, reflecting on the rise of PKPU (Debt Payment Obligations) and Bankruptcy lawsuits in mid-2020 commercial courts from 2020 to 2022 which are considered very worrying. Based on data from the Indonesian Employers Association (Apindo) compiled from five commercial courts in Indonesia (Jakarta Commercial Court, Semarang Commercial Court, Surabaya Commercial Court, Medan Commercial Court and Makassar Commercial Court), there were 1,298 PKPU and bankruptcy filing processes throughout 2020-August 2021. In fact, in the 2018-2019 period, the five courts only processed 959 PKPU and bankruptcy cases. Therefore, the debt moratorium which is known today as a legitimate mechanism is Bankruptcy and PKPU by upholding the settlement of debt problems in a fair, fast, open, and effective manner. So that the role of Law No. 37 of 2004 concerning Bankruptcy and PKPU is appropriate (besides there are still many shortcomings and weaknesses). Even if you want to be strengthened by government regulations or presidential regulations by emphasizing technical matters so that the moratorium with Bankruptcy and PKPU can be an alternative solution for debts.

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