

ABSTRAK

Untuk mencapai suatu perdamaian yang dapat disahkan maka terdapat syarat yang harus dipenuhi, yakni debitur mengajukan rencana perdamaian dan mendapat persetujuan kreditor-kreditornya dengan ketentuan kuorum sebagaimana diatur dalam Pasal 281 UU Kepailitan dan PKPU. Tetapi didalam pemungutan suara persetujuan perdamaian kreditor preferen tidak diatur kedudukan hak suaranya padahal UU Kepailitan dan PKPU menentukan bahwa perjanjian perdamaian yang telah disahkan mengikat semua jenis kreditor. Sebagai contohnya perkara PT. Kertas Leces (Persero), buruh selaku kreditor preferen diakui dalam rencana perdamaian namun buruh ini tidak dimintai hak suara dan setelah perjanjian perdamaian di sahkan maka perjanjian tersebut mengikatnya. Di kemudian hari debitur terbukti lalai dan buruh menuntut pembatalan perdamaian hingga akhirnya debitur dinyatakan pailit. Dalam skripsi ini akan membahas mengenai kedudukan hak suara kreditor preferen dalam perdamaian PKPU dan upaya hukum yang dapat dilakukan ketika dikemudian hari dirugikan seperti halnya menuntut pembatalan, dengan menggunakan metode penelitian hukum yuridis normatif dan disertai pendekatan *statute approach* dan *conceptual approach*. Hasil dari penelitian yang dilakukan penulis menunjukkan bahwa UU Kepailitan dan PKPU tidak memberi kepastian hukum terhadap kedudukan hak suara kreditor preferen akan tetapi meskipun begitu perjanjian tetap mengikat semua jenis kreditor, sehingga kreditor preferen dapat mengajukan upaya yaitu menuntut pembatalan karena perjanjian perdamaian yang mengikatnya adalah alas hukum yang sah.

Kata Kunci: Kreditor Preferen; Hak Suara; Perdamaian PKPU; Pembatalan Perdamaian.

ABSTRACT

There are several requirements before the court can ratify or doing the homologation in order to Suspension of Debt Payment Obligation or known as PKPU. Firstly, debtor must prepare a composition plan and obtain an approval from the creditor as determined in the Article 281 Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligation, but in those article didn't mention about the voting rights of preferred creditor and at the end after the court has ratify the composition then it will bound all parties including secured, unsecuredm and preferred creditor. For example in the case of PT. Kertas Leces (Persero), labor as their preferred creditor has already mentioned in their composition plan, but they didn't get the chance to give their vote to approve or reject the composition plan and they will bound into it after the homologation. A few years later or in the implementation phase, turns out that PT. Kertas Leces as debtor has been neglilent so the labor applied form to revoke composition and then the court declared that the debtor has bankrupt. Through this research will be focus on the position of preferred creditor's voting rights and also how to take a legal action in case the debtor default like apply revoke form. This research using a juridical-normative method with statute approach, case approach and conceptual approach in it. As the result, Law Number 37 of 2004 wasn't give any legal certainty about preferred creditor's vote rights, despite this situation as we have known that the ratify of composition plan obligation bind all parties, so this preferred creditor stil can do legal action because they have legal standing from the obligation.

Key Words: Preferred Creditor, Voting Rights, Composition Plan, Suspension of Debt Payment Obligation