

LEGAL RESPONSIBILITY OF ALLIES FOR BANKRUPTCY DECLARATION AGAINST CV IN INDONESIA: A COMPARATIVE STUDY WITH PAKISTAN LAW

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Abstract - Cooperation in a civil context has long been part of Indonesian society, reflected in the culture of mutual cooperation. The purpose of cooperation can be economic to gain profits or non-economic for social purposes. CV (Commanditaire Vennootschap) is a form of non-legal business entity consisting of complementary (active) partners and limited (passive) partners. In running a business, CV can experience losses which lead to debt and ultimately bankruptcy. Bankruptcy is debt settlement through the court which involves general confiscation of the debtor's assets, with management by a curator under the supervision of a supervising judge. This research analyzes the legal consequences of declaring bankruptcy on CV, including the existence of CV if bankruptcy ends in peace or insolvency. CV as a business entity can be declared bankrupt if it meets the requirements of having two or more creditors and does not pay off one of the debts that is due. The consequences of declaring bankruptcy on CV involve the responsibilities of complementary and limited partners and their spouses in a marriage with a union of assets. The research method used is doctrinal, with an approach to the applicable positive legal rules. The analysis shows that CV and its partners are responsible for their personal assets if CV's assets are insufficient. Bankruptcy regulations in Indonesia, which have existed since the Dutch East Indies era, are now regulated in Law no. 37 of 2004 concerning Bankruptcy and PKPU. The research results show that CV as a non-legal business entity can still run the business after the bankruptcy ends with full payment and rehabilitation. Thus, it is necessary to review the CV bankruptcy regulations in Law no. 37 of 2004 to ensure appropriate legal protection for all parties involved

Keywords: *Cooperation; CV; bankruptcy; rehabilitation.*

INTRODUCTION

In everyday life, the term cooperation is known, which is integrated into civil actions. In fact, the term cooperation has long lived and developed in Indonesian society. This is proven by the existence of a culture of "Gotong Royong" which is inherent in the characteristics of the Indonesian nation. The practice of mutual cooperation has existed for a long time in various regions in Indonesia. Mutual Cooperation and Cooperation have the same spirit, namely working together for a common goal. (Maulana Irfan, 2016)

The objectives of collaboration can be grouped into two objectives, namely; economic goals and non-economic or social goals. The goal of economic cooperation is to gain profits. This profit is realized by running a company, which is one of the elements that must be present in running a company as stated by Molengraf and Polak, while non-economic cooperation is not aimed at making a profit but rather has social goals and helping people in need. for example, cooperation in raising funds to help social development in various fields such as street children's education, creative industries, to people's businesses, such as kitabisa.com.

According to the Dutch Government, what is meant by running a company is an action carried out continuously, openly in a certain position, and to seek profit. Thus, the main goal of doing business (running a company) is to make a profit. This goal is also the goal of a business entity. A business entity is a juridical (legal), technical and economic entity whose aim is to seek profit. Business entities are often confused with companies even though in reality they are different. Business entities are institutions, while companies are places where business entities process production factors. (Abdul Kadir Muhammad, 2006)

Non-Legal Business Entities include Civil Partnerships regulated in Articles 1618 to Article 1623 of the Indonesian Civil Code and Partnerships with Firms and Comanditaire Venootschaap regulated in Articles 16 to Article 35 of the Indonesian Commercial Code. According to the provisions of Article 19 of the Indonesian Commercial Code, it is regulated that, "A company which is a private company which is also called a limited company, is established between one person or several people who are jointly and severally responsible for the whole of one party, and one or more people. as releasing money to other parties." If the existence of Comanditaire Venootschaap is considered in numerical terms, then the following data at least shows that the existence of Comanditaire Venootschaap is quite significant. The Ministry of Industry of the Republic of Indonesia shows that data on the number of business entities in 2020 is as follows: (Kementerian Perindustrian Republik Indonesia, 2020)

No.	Company Form	Number of Companies
1.	PT	986
2.	CV	361
3.	UD	346
4.	PD	15

Total Number of Companies 4210

Source: Ministry of Industry of the Republic of Indonesia 2020

It can be said that CV is a development of the Firm, namely the existence of limited partners and complementary partners. Limited partners are also called passive partners, and complementary partners are also called active partners, namely partners who run the company. The aim of running a company is to make a profit, but it is also possible that in running the company a loss may occur which results in the company concerned having debt. Circumstances that pressure companies sometimes force companies to be unable to fulfill their legal obligations. Business continuity is generally supported by the supply of capital for companies that comes from debt. This debt and receivable relationship can then lead to bankruptcy law rules.

Indonesian law and several other countries recognize the term bankruptcy as an institution for resolving debts and receivables. This settlement directly involves legal subjects who are burdened with obligations and carry out rights. There are several ways to settle debts, one of which is through declaring bankruptcy. Based on Article 2 paragraph (1) of Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations (hereinafter referred to as the KPKPU Law), a request for a bankruptcy declaration can be made by the debtor himself or one or more of his creditors. Meanwhile, a party that can be declared bankrupt is a debtor who has two or more creditors and has not paid in full at least one debt that has matured and can be collected.

According to Article 1 point 2 of the KPKPU Law, a debtor is a person who has a debt due to an agreement or law whose repayment can be claimed before the court. Meanwhile, the person referred to in point two is described in point 11 of the same Article as an individual or corporation, including corporations in the form of legal entities or non-legal entities in liquidation. Based on these two provisions, CV is a debtor that can be applied for to be declared bankrupt. In practice, many CV debt settlements as debtors are found through bankruptcy institutions as can be seen from the following table:

No.	Year	Semarang District Court	Surabaya District Court	Jakarta District Court	Amount per Year
1.	2016	0	5	3	8
2.	2017	2	4	6	12
3.	2018	2	10	4	16
4.	2019	1	3	3	7

Total number	43 Cases
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Source: Case Tracking Information System for Semarang District Court, Surabaya District Court and Jakarta District Court

The declaration of bankruptcy results in a general confiscation of the debtor's rights to control of his assets, so that the management is carried out by a curator and a process is required which results in the payment of the debtor's debts to his creditors. In this process there is the possibility of achieving peace or insolvency. In connection with the existence of a long process in resolving debts through bankruptcy to paying off debts to creditors, this matter has arisen for further investigation. The question that will be the problem in this research is first, what are the legal consequences of declaring bankruptcy on CV as a business entity in resolving debts through bankruptcy. Then secondly, how will CV exist as a business entity if bankruptcy ends in peace or insolvency.

RESEARCH METHOD

In writing, a writing methodology is required. Method concerns the problem of how to work to understand the object that is the target of the science in question. So that the results of writing can be scientifically justified, a certain writing methodology is needed. Research methods are scientific activities related to analysis and construction, which are carried out methodologically, systematically and consistently. Methodological means according to a certain method or method, systematic means based on a system, and consistent means the absence of conflicting things within a certain framework. The approach method used in this research is a normative juridical approach, namely research that emphasizes research that emphasizes the rules that exist in positive law.

ANALYSIS AND DISCUSSION

Bankruptcy is one way of resolving debts through a special court, namely the Commercial Court. The aim of bankruptcy is basically to provide a solution to the parties if the debtor stops paying or is unable to pay his debts, by preventing or avoiding unfair actions that can harm all parties. In other words, the aim of bankruptcy law is to protect the interests of all parties. In this case, the debtors and creditors are the parties who have debts and receivables which are settled through an application for the debtor's bankruptcy statement.

Sutan Remy Sjahdeini also put forward protection for the parties who are the goal of bankruptcy, namely ensuring equal distribution of the debtor's assets among his creditors, preventing debtors from committing acts that could harm the interests of creditors, providing protection to debtors who have good intentions. from its creditors by obtaining debt relief. According to Professor Radin, in his book *The Nature of Bankruptcy*, as quoted by Jordan et al, the aim of all bankruptcy laws is to provide a collective forum for sorting out the rights of various claimants against debtor assets that have insufficient value. With regard to Professor Radin's opinion, it can be understood that the objectives of bankruptcy law are to protect concurrent creditors from obtaining their rights in connection with the application of the guarantee principle, that all of the debtor's assets are good. The objectives of bankruptcy law are to protect concurrent creditors from obtaining their rights. them in connection with the application of the guarantee principle, that all the debtor's assets, both movable and immovable, whether they exist or will exist in the future, become collateral for the debtor's obligations, namely by providing facilities and procedures for them to fulfill their claims. the bill against the debtor. (Elyta Ras Ginting, 2019)

According to Indonesian law, the principle of guarantee is regulated by Article 1131 of the Civil Code. Bankruptcy law prevents the occurrence of mutual disputes between creditors over the debtor's assets in accordance with the guarantee principle. Without UUK, it will happen that stronger creditors will get more of their share than weak creditors. In connection with the distribution of the debtor's assets to his creditors in order to pay off the debtor's debts, debt settlement by requesting a declaration of the debtor being declared bankrupt ensures that the distribution of the debtor's assets among the creditors is in accordance with the *pari passu* principle as contained in the provisions of Article 1132 of the Civil Code



that states assets Debtors are divided proportionally between concurrent creditors or unsecured creditors based on the balance of the amount of each creditor's claims. Protection for parties in debt settlement through bankruptcy can also be seen by providing opportunities for debtors and their creditors to negotiate and make agreements regarding the structuring of the debtor's debts.

The aim of debt settlement through bankruptcy was also stated by Sri Redjeki Hartono, the bankruptcy institution basically has two functions at once, namely, as an institution providing guarantees to creditors that debtors will not cheat, and remaining responsible for all their debts to all creditors and as an institution which also provides protection to debtors against the possibility of mass execution by their creditors.

Thus, the regulation of debt settlement through bankruptcy is a realization of the provisions of Articles 1131 and 1132 of the Civil Code.


Article 1131 of the Civil Code regulates that, "All movable and immovable assets belonging to the debtor, both existing and future, become collateral for the debtor's individual obligations", while Article 1132 of the Civil Code regulates that "These items become joint collateral for all creditors against whom the proceeds from the sale of the goods are divided according to the proportion of their respective receivables unless there are legitimate reasons between the creditors to take precedence."

According to Kartini Muljadi, the formulation of Article 1131 of the Civil Code shows that every action a person takes in the field of assets will always have an impact on his assets (credit), as well as reducing the amount of his assets (debit), as for article 1132 The Civil Code stipulates that each party or creditor who is entitled to the fulfillment of the obligation, must obtain the fulfillment of the obligation from the assets of the obligated party (debtor) *pari passu*, that is, jointly obtaining repayment, without any *pro rata* priority. or proportional, which is calculated based on the size of each receivable compared to their receivables as a whole, to all of the debtor's assets. (Abdus Salam, 2019)

Based on the contents of these two articles, the debtor's assets, both existing and future, are a joint guarantee for the repayment of receivables from all creditors with proportional distribution, except for creditors with pre-emptive rights (preferential rights). Bankruptcy regulations in Indonesia have existed since the Dutch East Indies era, namely the era before independence. In the past, bankruptcy regulations for traders were regulated in the *wet boek koophandel* (Wvk), the third book entitled *Van De Voorzieningen in Geval van Onvermogen van Kooplieden* (Regulations regarding the incapacity of traders). Bankruptcy which regulates non-traders is regulated in the *Reglement op de Rechtsvordering* or *RV* (Stb. 1847-52 jo. 1849-63).

In 1995 new regulations regarding bankruptcy were simpler, namely *Failissementsverordening* (Bankruptcy Regulations). *Failissementsverordening* was then amended by *Peraturan Pemerintah Pengganti Undang-Undang* (Perpu) Number 1 of 1998 concerning Amendments to the Law on Bankruptcy. This Perpu was then enacted as law, namely Law Number 4 of 1998 concerning the Establishment of Regulations in Lieu of the Bankruptcy Law. On October 18 2004, Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations was issued. Law Number 4 of 1998 was amended again because it was no longer in accordance with the conditions and developments in Indonesia. This law was replaced by Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations which is in use today.

Article 1 point 1 of Law No. 37 of 2004 concerning Bankruptcy and PKPU, hereinafter referred to as UUK-PKPU, provides a definition of Bankruptcy as a general confiscation of all assets of Bankrupt debtors whose management and settlement are carried out by the Curator under the supervision of the Supervisory Judge as regulated in this Law. Based on the definition of bankruptcy, bankruptcy results in the bankruptcy debtor's assets being under general confiscation which will then be managed and controlled by the Curator. The declaration of bankruptcy not only has an impact on the debtor's assets but can also have an impact on the debtor, the obligations entered into by the debtor and the debtor's partner (husband/wife). The consequence of declaring bankruptcy on the debtor is that the debtor becomes bankrupt by law and loses the right to manage and control his assets which are included in the assets (bankruptcy budget) from the time the bankruptcy decision is pronounced.



The effect of declaring bankruptcy on the obligations entered into by the debtor is that all obligations of the debtor issued (arising) after the decision to declare bankruptcy can no longer be paid (fulfilled) from the bankruptcy estate, unless the agreement benefits the bankruptcy estate, as stipulated in Article 25 UUK-PKPU that is, all debtor obligations issued after the decision to declare bankruptcy can no longer be paid from the bankruptcy estate, unless the agreement benefits the bankruptcy estate. The legal consequences of Article 25 UUK-PKPU, if after the decision to declare bankruptcy the debtor continues to carry out legal actions relating to his assets which have been included in the bankruptcy assets, then the legal actions are not binding unless the agreements he makes bring benefits to the bankruptcy estate. The declaration of bankruptcy also has consequences for the debtor's spouse being declared bankrupt as regulated in Article 23 of the UUK-PKPU which explains that the bankruptcy debtor as intended in the provisions of Article 21 and Article 22 of the UUK-PKPU includes the wife or husband of the bankrupt debtor who is married in a union of assets. If in a marriage there is a union of assets then what becomes the bankruptcy court is the original assets of the husband/wife who is declared bankrupt, the original assets of the spouse and joint assets. The declaration of bankruptcy to the debtor is one of the efforts to resolve debts through an application for a declaration of bankruptcy to the Commercial Court, as an implementation of the provisions of Article 1131 of the Civil Code. The requirements for a bankruptcy application for a debtor include the number of creditors and debts. Debtors who have at least two creditors and one of their debts is overdue and can be collected can apply to be declared bankrupt, as regulated in Article 2 paragraph (1) UUK-PKPU. The condition for bankruptcy is that the debtor has two or more creditors and has not paid in full at least a debt which has matured and can be collected, is declared bankrupt by a court decision, either at its own request or at the request of one or more of its creditors.

CV is a debtor who can be petitioned to be declared bankrupt, as regulated in Article 1 point 11 of the UUK-PKPU which states that every person in the UUK-PKPU is an individual or corporation including corporations in the form of legal entities or non-legal entities in liquidation, if they meet the requirements. requirements in the form of having at least two creditors and one of the debts is overdue and can be collected. A debtor is a person who has debts due to an agreement or law whose repayment can be collected before the court, while a creditor is a person who has receivables due to an agreement or law which can be collected before the court. Creditors in UUK-PKPU are differentiated into concurrent, preferred and separatist creditors. Under certain conditions, a CV can act as a concurrent, preferred and separatist creditor, this is if the CV has receivables and can act as a debtor if it has debts. (Rusli, 2019)

Debt is an obligation which is expressed or can be expressed in amounts of money in either Indonesian or foreign currency, either directly or which will arise at a later date or is contingent, which arises due to an agreement or law and which is obliged to be fulfilled by the Debtor and if not fulfilled gives the Creditor the right to obtain fulfillment from the Debtor's assets. CV is a non-legal business entity, established by at least one limited partner and at least one complementary partner, to run the business continuously. Legal entity (*rechtspersoon*) which means a person (person) created by law. *Rechtspersoon* can be called a legal entity which is a *persona ficta* or a person created by law as a *persona*. A business entity is said to be a legal entity if it meets formal and material requirements.

Article 1653 of the Civil Code which states that, "In addition to true civil companies, associations of people as legal entities are also recognized by law, whether the legal entity is established by a public authority or recognized as such, whether the legal entity is accepted as permitted or has been established for a specific purpose that is not contrary to law or morality."

The formal requirements for a private association to be considered a legal entity require ratification of the deed by reviewing the objectives and other regulations of the association. Legalization is a formal requirement that must be fulfilled by an association that is a legal entity. Approval from the government is absolutely necessary to establish a legal entity. In the development of Indonesian jurisprudence, a District Court opinion was reached which stated that approval as a legal entity from the Minister of Justice was an absolute requirement for the establishment of a legal entity. Formal requirements are



realized by having an authentic deed, meanwhile The material requirements for a collaboration to be considered a legal entity are: (Rudhy Fluorentinus Dewanto, 2008)

1. The existence of separate assets
2. Have a specific goal
3. Have your own interests
4. There is an orderly organization

CV as a business entity has not met the material requirements in the form of "the existence of separate assets between CV and its partners, as regulated in Article 18 of the Commercial Code which regulates the liability of firm partners, namely responsibility for all partnership agreements, even if made by other partners, including contracts - obligations arising from unlawful acts (Theresia, 2008).

Based on the provisions of Article 18 of the Criminal Code, firm partners carry out actions for and for the firm, but are responsible for their personal assets if the firm's assets are insufficient. The provisions of Article 18 also apply to Comanditaire Venootschaap because basically Comanditaire Venootschaap or CVs are partnerships with firms plus the existence of limited partners, because Comanditaire Venootschaap or CVs are regulated in the same chapter as firms, namely in articles 19 to 21 of the Commercial Code. Thus, if in a Comanditaire Venootschaap there is more than one complementary partner, the provisions of Article 18 also apply to the complementary partners.

Unlimited liability also applies to limited partners. Limited partners are also called money-leasing partners as regulated in Article 19 of the Commercial Code, as follows: "A company formed by lending money or also called a Comanditaire Venootschaap, is established between a person or several persons who are jointly and severally responsible for the whole, and one one or more people as money lenders. A company can at the same time be a firm company for the company companies within it and a Comanditaire Venootschaap for money lenders." (Briant Rizqullah Irawan Al Machrus & Prasetyowati Endang, 2021)

Article 21 of the Criminal Code stipulates that "Without prejudice to the exceptions contained in Article 30, second paragraph, the name of a limited liability company may not be used in a firm. This company may not carry out management actions or work within the company, even if it is based on the granting of power of attorney. He does not bear any losses in excess of the amount of money he has put into the company or is required to put in, without being obliged to return the profits he has enjoyed."

Based on Article 21 of the Commercial Code, limited partners can have unlimited liability, meaning they can be held responsible for their personal assets. Thus, CV does not meet the material requirements of legal entities, especially those in the form of separate assets. Likewise with formal requirements, because Articles 19 to 21 of the KUHD do not regulate the establishment of a CV, but considering that CVs are regulated in the same chapter, the establishment of a CV is the same as the establishment of a Firm. If the establishment of a CV is the same as a firm, it must be made based on an agreement in the form of an authentic deed, registered and announced.

Comanditaire Venootschaap or CV is not a legal business entity, however, in practice CV can be a party in the process of resolving cases in court, including in debt settlement through bankruptcy which is submitted to the Commercial Court. CV is a non-legal entity, because it does not fulfill the legal entity element in the form of separating the company's assets from the assets of its partners. In this regard, CV creditors are creditors of CV and CV's allies. Thus, the ones who become debtors if CV has debt are CV and its allies.

Settlement of CV debts through the debtor's bankruptcy declaration which results in a general confiscation of the debtor's assets requires certainty as to who can apply to be declared bankrupt and whose assets can be subject to general confiscation. UUK-PKPU, does not clearly regulate who can be petitioned to be declared bankrupt, but implicitly UUK-PKPU regulates who can be petitioned to be declared bankrupt in CV bankruptcy as regulated in the provisions of Article 5, which regulates that petitions for declaration of bankruptcy against A firm must include the name and place of residence of each company that is jointly and severally related to all of the firm's debts. Based on the provisions of



Articles 18 and 21 of the Criminal Code, those who can be petitioned to be declared bankrupt are CV and its partners (Sitompul & Putra, 2023).

Thus, based on the provisions of Articles 18 and 21 of the Commercial Code and Article 5 of the UUK-PKPU, as a result of declaring bankruptcy against CV as a non-legal entity company, CV has the status of being a debtor in addition to the complementary and limited partners, along with their respective partners if the partners are bound by marriage. unity of assets, as regulated in Article 23 UUK-PKPU, which stipulates that the bankruptcy debtor includes the wife or husband of the bankruptcy debtor who is married in a union of assets (Dhifa Nadhira Syadzwin et al., 2020).

Not every debtor's debt can be resolved through an application for a debtor's bankruptcy declaration through the Commercial Court, because only debtors meet the requirements as regulated in Article 2 paragraph 1 of the UUK-PKPU. Based on these requirements, a debtor who is declared bankrupt does not have to be insolvent or bankrupt, nor does a debtor's declaration of bankruptcy always result in the debtor being insolvent. A debtor's insolvency occurs because the debtor does not offer peace, or there is a peace offer that is approved by the concurrent creditor, but the commercial court does not ratify the peace (Dentria Cahya Sudarsa & I Wayan Parsa, 2021).

The assets of debtors who are declared bankrupt are managed and controlled by the curator. With this authority, if the bankrupt's assets are insolvent, the curator can carry out sales of the bankrupt's assets, the proceeds of which are used to pay the debtor's debts to his creditors. Creditors who receive payments from the sale of bankruptcy assets are creditors whose claims have recognized status as listed in the closing Distribution List, while creditors whose claims are not recognized or rejected are not taken into account in a debtor's bankruptcy. For creditors who are not recognized, the legal remedy that can be taken is to file a lawsuit against the debtor after the bankruptcy ends (Suwitra, 2020).

Debt payments by debtors who are insolvent can be classified into 2 (two) types, namely full payment or incomplete payment. Bankruptcy that ends with full payment indicates that all of the debtor's acknowledged debts have been paid in full by the curator or the Inheritance Property Office from the sale of bankruptcy assets, thus the debtor no longer has an obligation to pay all of his creditors, which makes it easier for the debtor to obtain a statement letter from his creditors. which states that they have received satisfactory payment (notification of statistical payment), to obtain this statement the debtor does not need to approach or negotiate, because the debtor is free from his old debts. The statement letter from the creditor stating that it has been paid satisfactorily is an attachment that must be included in the request for rehabilitation as regulated in Article 216 UUK-PKPU, namely that the request for rehabilitation of either the debtor or his heirs will not be granted, unless evidence is attached to the request letter stating that all recognized creditors have received satisfactory payments. What is meant by rehabilitation is the restoration of the good name of the Debtor who was originally declared bankrupt, through a Court decision containing information that the Debtor has fulfilled its obligations (explanation of Article 215 UUK-PKPU), while what is meant by satisfactory payment is that the recognized creditor will not submit another bill against the debtor, even though they did not receive payment for the entire bill (Explanation of Article 216 UUK-PKPU). (Assalmani, M., 2018)

Bankruptcy that ends with full payment is the end of a true bankruptcy situation, which restores the dignity of the debtor before the law and in society. Full debt payment also indicates that the debtor is actually only temporarily insolvent or unable to pay his obligations to his creditors due to a lack of cash, which provides an opportunity for the debtor to restore his good name through a rehabilitation application. Thus, according to UUK-PKPU, debtors who are declared bankrupt which ends in insolvency in the form of full debt payments can operate and regain control of their assets because the debtor no longer has an obligation to pay debts to its creditors, which is indicated by the creditors having stated that they will not collect them. the remaining outstanding receivables, in other words the debtor's debt has been paid off, and the agreement that resulted in the debt has ended, as a result the debtor can manage the company and its assets again even though the UUK-PKPU does not explicitly regulate it.

By juxtaposing the concept of loss of legal skills experienced by "bankrupt debtors" based on UUK-PKPU, with the concept of rehabilitation regulated in a series of Articles 215 to Article 221 of UUK-PKPU, then "rehabilitation" in bankruptcy is not only limited to "administrative procedures" just restoring one's good name. Furthermore, this process is an effort that can be taken by the debtor or his heirs to restore his legal position, so that he is authorized to resume business activities and manage his assets. The debtor actually still has the obligation to pay debts to his creditors if the bankruptcy does not end with full payment, because the proceeds from the sale of the bankrupt's assets are no longer sufficient, and no more items belonging to the debtor can be found that can be used to pay the remaining debt. This situation is one of the obstacles for debtors to obtain a statement that they have received payment to the satisfaction of their creditors, which is a condition for applying for rehabilitation. In other words, debtors who are no longer able to pay their debts will have difficulty obtaining rehabilitation (Putra, 2021).

The end of bankruptcy due to the debtor's insolvency as mentioned above also applies to CVs who act as debtors in bankruptcy. In bankruptcy, the CVs that can be bankrupted are the CV, complementary partners and limited partners along with partners' partners if the partners are bound by marriage with a union of assets. Thus, in bankruptcy, CV boedel bankruptcy or CV bankruptcy assets include the assets of CV, complementary partners and limited partners along with the assets of each partner's spouse if the partners are bound by marriage without a marriage agreement or by a union of assets. This bankruptcy boedel is used to pay CV's debts so that CV can receive rehabilitation. With CV getting rehabilitation because it gets a statement from creditors stating that it has been paid satisfactorily, the end of bankruptcy due to insolvency does not cause CV to dissolve.

CONCLUSION

As a result of the bankruptcy declaration of CV as a non-legal entity company, CV has the position of debtor in addition to complementary and limited partners as regulated in Articles 18 and 21 of the Commercial Code, along with the partners of each partner if the partners are bound by marriage with a union of assets, as regulated in Article 23 UUK-PKPU, which regulates that bankrupt debtors include wives or husbands of bankrupt debtors who are married in a union of assets. Bankruptcy that ends due to insolvency can occur due to full payment or incomplete payment. If insolvency occurs with full payment followed by rehabilitation being granted, the CV can operate again.


Bearing in mind that CV is a non-legal business entity which has a position as a party in legal actions as in Article 18 of the Criminal Code, which results in CV being able to take the position of debtor or creditor in bankruptcy, it is necessary to review the CV bankruptcy regulations as regulated in Law no. 37 of 2004 concerning Bankruptcy and PKPU.

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