

Interim Decision on the Exception of Authority to Judge in The Procedure Renvoi Lawsuit Case from the Perspective of the Principle of a Quick Trial in the Commercial Court (Study of Decision No. 2/Pdt.Sus-Renvoi/2026/PN.Niaga.SMg. Juncto No. 5/Pdt.Sus-Pailit/2025/PN.Niaga.Smg.)

Hadrian Yoga Vidiyanto

Faculty of Law, Universitas Islam Sultan Agung, Semarang, Indonesia, Email:

hadrian yogavidianto.std@unissula.ac.id

Abstract. *This study aims to determine the application of the principle of speedy trial in renvoi lawsuit cases in the Commercial Court if there is an exception to the authority to adjudicate and to determine the existence of interlocutory decisions in cases examined under the Bankruptcy Law. This study is normative legal research with a statutory approach and a case approach. The sources of legal material for this study are Commercial Court decisions containing exceptions regarding the authority to adjudicate the Commercial Court and the Bankruptcy Law, which are then analyzed using the deductive analysis method. The results of the study indicate that The exception regarding the Commercial Court's authority to examine and decide on a case under review is not resolved in an interim decision, but rather in a final decision. This is an implementation of the expedited trial principle adopted by the Bankruptcy Law. In other words, cases arising from the Bankruptcy Law do not recognize interim decisions..*

Keywords: *Commercial; Decision; Lawsuit; Renvoi.*

1. Introduction

Law enforcement, in addition to referring to material law, cannot be separated from formal law. As is known, material law contains substance regarding matters related to rights, obligations and sanctions, or in the author's language, the law that must be enforced. Meanwhile, formal law, or what is known as procedural law, contains provisions that regulate how material law is enforced, or in simpler language, procedural law is a set of rules that regulate the procedures or mechanisms for law enforcement, whether criminal law, civil law, state administrative law, and other legal fields.

Discussions about procedural law will certainly concern law enforcement or, in civil law, the term often used is dispute resolution, either non-litigation or through court institutions or litigation. Dispute resolution in the realm of civil law through litigation is generally the authority of the district court in the general court environment, however, for certain civil disputes it becomes the authority of the Commercial Court. Based on Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations (Bankruptcy Law), the Commercial Court is authorized to resolve bankruptcy cases (Lailatul Fitriyah, et al., 2023: 60).

In addition to bankruptcy cases, the Commercial Court is also authorized to examine and adjudicate cases related to bankruptcy, including other lawsuits and procedural renvoi lawsuits (debt verification), both of which have also been regulated in the Bankruptcy Law. In principle, the renvoi procedure is a legal mechanism (lawsuit) that aims to protect the rights of creditors who face rejection of payment by the curator in the context of bankruptcy (Dharma Satriadi & Anis Rifai, 2023: 7737).

Discussions about civil justice cannot be separated from legal sources. In principle, the Source of Civil Procedure Law is the place where the applicable Civil Procedure Law rules can be found (Yulia, 2018:2). Unless otherwise specified, the procedural law applicable to the Commercial Court is the procedural law that also applies to the District Court, namely HIR/RBG, as are the principles of procedural law. This means that the source of procedural law in the Commercial Court is the same as the civil procedural law in the District Court. One of the principles of civil procedural law that also applies to the Commercial Court is the principle of fast, simple, and low-cost trials. In this principle, the Author will only highlight and focus on fast trials. This is based on the Author's study of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, which contains provisions regarding the time period for examining cases in the Commercial Court, which the Author will relate to empirical procedural practices.

At the practical level, there will be dynamics relevant to the expedited trial process in trials at the Commercial Court. One relevant case is the renvoi lawsuit (verification of receivables) case at the Semarang Commercial Court with Case Number 2/Pdt.Sus-Renvoi/2026/PN.Niaga.SMg. Juncto No. 5/Pdt.Sus-Pailit/2025/PN.Niaga.Smg. Because according to the Author's observation, in the case there are issues that are not within the jurisdiction (absolute competence) of the Commercial Court, the Defendant Renvoi II filed an exception (rebuttal) regarding the jurisdiction to try, the legal consequences of which, based on the applicable civil procedural law (HIR), must be decided in an interlocutory decision before evidence is presented. This means that in the trial there is an additional trial agenda, while the trial at the Commercial Court is designed for a short time.

Based on this, the author wishes to examine in more depth the interim decision on the exception to the authority to adjudicate in the renvoi lawsuit case from the perspective of the principle of speedy trial in the Commercial Court.

2. Research Methods

This research is a normative research with a statutory approach and a case approach. The legal materials used are primary legal materials in the form of Case Decision Number 2/Pdt.Sus-Renvoi/2026/PN.Niaga.SMg. Juncto No. 5/Pdt.Sus-Pailit/2025/PN.Niaga.Smg, and relevant legislation, while secondary legal materials are in the form of related books or journals. The analytical technique used is deductive analysis (syllogism).

3. Results and Discussion

3.1. Position Case.

In this case, the author will briefly explain the main points of case No. 2/Pdt.Sus-Renvoi/2026/PN.Niaga.SMg. Juncto No. 5/Pdt.Sus-Pailit/2025/PN.Niaga.Smg., Plaintiff Renvoi in his lawsuit in essence 1) Objection to the Rejection of Plaintiff Renvoi's bill recorded in the temporary receivables by the curator; 2) Plaintiff Renvoi's objection to the actions of the bankrupt Debtor who received the bill of defendant Renvoi II; 3) Plaintiff Renvoi strongly objects and denies the inclusion of defendant Renvoi II in the list of temporary receivables by defendant I (Curator); 3) Objection to the change of name of SHM No. 2052/Sragen Wetan, Sidorejo village, Sragen Wetan sub-district, Sragen. in fact it is in the name of the second bankrupt Debtor;

Based on these arguments, the Renvoi Plaintiff essentially demands that 1) the debtors' rejection of the renvoi plaintiff's bill not accompanied by a commercial court decision through a judge be declared invalid and not binding, 2) Determine and order the renvoi I defendant to record the renvoi plaintiff's principal bill of Rp. 3,397,167,000.- in the list of permanent receivables, 3) Determine and order the renvoi I defendant to cross out the renvoi II defendant's bill from the list of temporary receivables and cancel by law the renvoi II defendant's bill, 4) Order the renvoi II defendant to carry out a legal act of canceling and returning the assets belonging to the Baha Arta Savings and Loans Cooperative / renvoi plaintiff, namely SHM No. 2052 in its original condition belonging to the renvoi plaintiff;

That regarding the arguments of the Plaintiff Renvoi's lawsuit, in essence Defendant Renvoi I submitted a response that Defendant Renvoi I as the Curator who recorded the rejection or objection from the bankrupt Debtor regarding the Plaintiff's bill was not an unlawful act, but rather was the implementation of the Curator's obligations as regulated in statutory regulations, namely to record all verification results objectively and transparently. Meanwhile, Defendant Renvoi II

filed an Exception and Answer to the Main Case. In the exception, Defendant Renvoi II filed an exception or rebuttal, among others, that 1) the Commercial Court at the Semarang District Court is not authorized to hear the case; 2) Plaintiff Renvoi's lawsuit has expired; 3) Plaintiff Renvoi does not have legal standing to file a lawsuit; 4) Plaintiff Renvoi's lawsuit lacks parties; 5) Plaintiff Renvoi's lawsuit is drafted in an unclear and inaccurate manner so that the lawsuit is unclear (*obscuurlibel*).

Meanwhile, in the main case, Defendant Renvoi II filed an answer which in essence is 1) Defendant Renvoi II has a valid permit and legality in running its business; 2) Defendant Renvoi II's existence and receivables or bills against the bankrupt Debtors are valid; 3) The imposition of Mortgage Rights on SHM No. 2052 as collateral for the Bankrupt Debtor's debt against Defendant Renvoi II is valid;

3.2. Exceptions regarding the Authority to Judge (Absolute Competence) in Procedural Renvoi Lawsuit Cases are Not Decided in Interlocutory Decisions.

In principle, in the *Herzien Inlandsch Reglement* (HIR), namely in article 134 of the HIR, which states, "If the dispute is a case that does not fall within the jurisdiction of the district court, then at any time during the examination of the case, the judge may be requested to declare himself not competent and the judge is also obliged to acknowledge it because of his position," which means that it has been regulated that if there is a rebuttal or exception related to the authority to judge, whether absolute or relative competence, then it will be decided first with an interim decision, not a final decision. With the existence of an interim decision, the judge can assess early whether a case is worthy of being continued to the main case or whether it must be stopped because there are formal defects or legal obstacles (Pri Prambudi Teguh, 2026: 35).

If the Panel of Judges accepts and grants the exception to the authority to adjudicate, or in other words, the court declares that it is not authorized to adjudicate the case submitted, then the lawsuit will be declared inadmissible (*Niet Onvankelijke verklaard*) and the case will be stopped or the examination will not be continued, however, if the Panel of Judges rejects the exception to the authority to adjudicate, then the case will continue to the evidentiary agenda.

The Panel of Judges in case Number 2/Pdt.Sus-Renvoi/2026/PN.Niaga. SMg. Juncto No. 5/Pdt.Sus-Pailit/2025/PN.Niaga.Smg. on the exception of absolute competence of Defendant Renvoi II in its consideration stated that the exception of the authority to adjudicate submitted by Defendant Renvoi II, will be considered in the main case, because in the examination of special civil cases, the examination time is limited and there is no interim decision. In the trial, on the evidence agenda, Defendant Renvoi II through his attorney asked about the interim decision on the exception of absolute competence submitted, responding

to the question, the Panel of Judges said that in essence the Commercial Court does not recognize interim decisions, it will be decided together with the final decision. Likewise, at the beginning of the trial, there was another party outside the parties, namely banking, who wanted to submit an intervention request, the Panel of Judges said that the Commercial Court does not recognize intervention. From the perspective of the principle of fast, simple and light justice, this is an application of this principle. In principle, legal principles are the fundamental ideas behind a legal system, providing direction and form for moral and ethical values in the application of law. Legal principles are abstract, yet they serve as the basis for the formation of concrete legal norms. In practice, legal principles are used by judges to interpret unclear or unregulated regulations. Satjipto Rahardjo calls legal principles the heart of legal regulations (Rokilah & Sulasno, 2021: 183).

The principle of fast trial in examining cases in the Commercial Court related to bankruptcy is contained in Article 8 paragraph (5) of Law No. 37 of 2004 concerning Bankruptcy and the Obligation to Postpone Debt Payment (Bankruptcy Law) which states; "The Court's decision on a petition for a declaration of bankruptcy must be pronounced no later than 60 (sixty) days after the date the petition for a declaration of bankruptcy is registered."

The Bankruptcy Law in principle does not explicitly regulate the time limit or time period for the Panel of Judges in the Commercial Court to decide on a procedural renvoi lawsuit (claim to verify receivables), this means that there is a legal vacuum regarding the time period or time limit for examining a renvoi lawsuit in the Commercial Court which is a special civil procedural law.

The author is of the opinion that the Panel of Judges interprets the time period for deciding on a procedural renvoi lawsuit following the examination period for a bankruptcy petition, namely 60 (sixty) days, in accordance with the principle of fast trial in the Commercial Court in deciding on a bankruptcy petition. In this case, it can be said that the Panel of Judges adhered to the normative provisions, namely speedy trials in the Commercial Court.

The next question is, whether not deciding on the exception of the authority to adjudicate in the interim decision but the final decision, is detrimental or an unfair action against Defendant Renvoi II. The answer is of course no, this is because even though the Panel of Judges did not decide on the exception of the authority to adjudicate in the interim decision, the Panel of Judges did not set aside or annul the exception of the authority to adjudicate. The exception of the authority to adjudicate submitted by Defendant Renvoi II was still considered even in the final decision and the exception was rejected by the Panel of Judges on the grounds that it was irrelevant.

Panel of Judges in the case Number 2/Pdt.Sus-Renvoi/2026/PN.Niaga.SMG. Juncto No. 5/Pdt.Sus-Pailit/2025/PN.Niaga.SMG. in the final decision issued a ruling which essentially rejected the lawsuit of Plaintiff Renvoi. The legal considerations are that in the a quo renvoi lawsuit, Plaintiff Renvoi objected not only to the rejection of his bill by the Bankrupt Debtor, but also to the acceptance of the bills of other creditors which, in the opinion of the Panel of Judges, Plaintiff Renvoi did not have legal standing and objected to the change of name on the Certificate of Ownership No. 2052 which according to Plaintiff Renvoi's argument was his to be in the name of Bankrupt Debtor II. That regarding such a lawsuit, the Panel of Judges is of the opinion that it is an unclear lawsuit, therefore, the unclear lawsuit must be declared unacceptable, however, in the terminology of the Bankruptcy Law and PKPU, the word rejected is used;

Based on the foregoing, the decision in the quo case, besides reflecting the principle of legal certainty, also does not violate justice. It is known that although legal certainty is closely related to justice, law is not identical to justice (Zulfahmi Nur, 2023:256). Often, there is a tension between certainty and justice, where decisions that prioritize legal certainty can harm justice, and conversely, decisions that prioritize justice often violate legal certainty. However, in the decision in the a quo case, legal certainty and justice can go hand in hand. This is in accordance with the ideal relationship between legal certainty and justice: that just law must provide certainty, and legal certainty must provide justice.

4. Conclusion

In cases examined by the Commercial Court under the Bankruptcy Law, exceptions regarding the Commercial Court's authority to examine and rule on the case under review are not resolved in an interim decision but are instead considered and resolved in a final decision. This implements the expedited trial principle adopted by the Bankruptcy Law. In other words, cases arising under the Bankruptcy Law do not recognize interim decisions.

5. References

Books:

- Dharma Satriadi & Anis Rifai. 2023. Renvoi Prosedur sebagai Upaya Hukum Terhadap Tagihan Kreditur yang Ditolak oleh Kurator dalam Perkara Kepailitan (Studi Putusan Renvoi Prosedur Nomor 28/Pdt.SusPkp/2018/PN.Niaga.Jkt.Pst). *Unes Law Review*, Volume 6, No. 2, Desember 2023.
- Lailatul Fitriyah, dkk. 2023. Tinjauan Yuridis Kewenangan Pengadilan Niaga dalam Klausula Arbitrase Perkara Kepailitan. *Gudang Jurnal Multidisiplin Ilmu*. Volume 1, Nomor 6, Desember 2023.

- Pri Prambudi Teguh. 2026. Putusan Sela dalam Hukum Acara Perdata Indonesia: Analisis atas Fungsi dan Kepastian Hukum. *Jurnal Kajian Hukum: Juris Studia*, Volume 7, Issue 1, Years 2026.
- Rokilah dan Sulasno. 2021. Penerapan Asas Hukum dalam Peraturan Perundang-Undangan. *Jurnal Ilmu Hukum:Ajudikasi*. Volume 5, Nomor 2, Desember 2021.
- Yulia. 2018. *Hukum Acara Perdata*. Aceh: Unimal Press.
- Zulfahmi Nur. 2023. Keadilan dan Kepastian Hukum (Refleksi Kajian Filsafat Hukum dalam Pemikiran Hukum Imam Syatibi). *Misykat Al-Anwar, Jurnal Kajian Islam dan Masyarakat*. Volume 6, No. 2, 2023.

Regulation:

- Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations.
- Semarang Commercial Court Decision Number 2/Pdt.Sus-Renvoi/2026/PN.Niaga. SMg. Juncto No. 5/Pdt.Sus-Pailit/2025/PN.Niaga.Smg.
- Herzien Indlandsch Reglement (HIR).