

## Legal Certainty of Homologation in Postponement of Debt Payment Obligations on The Fulfillment of Consumer Rights as Concurrent Creditors (Study: Cikarang District Court Decision No. 87/Pdt.G/2021/Pn Ckr)

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**Abstract.** *The legal instrument designed to shield financially distressed companies becomes a weapon that harms their consumers. This research illuminates this irony, demonstrating how a court-sanctioned debt restructuring agreement (homologation) under the Suspension of Debt Payment Obligations (PKPU) process, while ostensibly promising legal certainty, in practice strips property buyers of their rights. The Meikarta case vividly illustrates how easily consumers, despite significant financial investment, are relegated to the status of unsecured creditors with virtually nonexistent bargaining power. Where, then, does justice lie for them? This study seeks to answer this question by examining the tangible impacts of the homologation process and arguing that corporate accountability should not cease merely with a court decree. Moving beyond a textual analysis of statutes, this research delves into a pivotal decision by the Cikarang District Court (No. 87/Pdt.G/2021/PN Ckr) that dared to break from tradition. The findings are illuminating: while a homologation agreement is legally binding on all parties, a judge need not be a rigid "mouthpiece of the law" (bouche de la loi). Through legal discovery (rechtsvinding), a judge can progressively interpret rules to protect the vulnerable. The court's decision in this case to proceed with the consumer's lawsuit, notwithstanding the pre-existing PKPU decree, marks a crucial paradigm shift. It serves as a testament to the feasibility of achieving substantive justice, and this study dissects how such judicial courage can offer new hope for consumers entangled in complex legal disputes.*

**Keywords:** Consumer; Homologation; Obligation; Protection.

## 1. Introduction

The legal vulnerability of consumers within pre-project selling (PPS) schemes becomes starkly evident, especially when a developer faces bankruptcy. As articulated by Muniefiy, Santoso, and Ganindha (2023: 134), consumers are relegated to the status of last-priority creditors and are not yet recognized as legitimate property owners until a formal Deed of Sale and Purchase (AJB) is signed. This situation illustrates a problematic reality in Indonesia's property sector, where funds deposited by buyers not only serve as a purchase price but also essentially function as working capital for the developer's operations. Although the PPS scheme has become the prevalent business model in the national property industry offering developers rapid access to funding while incentivizing consumers with lower prices, it fosters an inherently asymmetrical relationship. This arrangement highlights a fundamental disparity between the economic power and legal standing of the involved parties, which ultimately places consumers at the greatest risk in the event of a developer's default or bankruptcy. The root of this legal predicament stems from the very nature of the Sale and Purchase Binding Agreement (PPJB), which is a preliminary agreement that does not yet establish proprietary rights (Widjaja et al., 2024). Consequently, this instrument fails to provide effective legal protection for buyers should a developer default or go bankrupt before the AJB is executed. From an economic analysis of law perspective, this condition creates a potential for *moral hazard*, where developers are incentivized to undertake greater business risks because the financial burden is disproportionately transferred to the less-informed consumer (Cooter & Ulen, 2012: 245).

From a normative standpoint, Indonesia's legislative framework has fundamentally established a comprehensive foundation for consumer protection, reflecting an ideal state (*das sollen*) within its economic law. The primary manifestation of this protective architecture is Law No. 8 of 1999 concerning Consumer Protection (UUPK), which explicitly articulates the essential rights of consumers that business actors are obligated to fulfill. Article 4 of the UUPK, for instance, details that consumers are entitled to guarantees of safety, comfort, and security when using products or services; to access accurate, transparent, and honest information; and to receive compensation or redress if the received product or service does not conform to the agreement (Republic of Indonesia, 1999). Furthermore, Article 7 of the same regulation mandates that business actors must always conduct their activities in good faith, a principle that includes the responsibility to provide compensation for any losses suffered by consumers. The philosophical underpinning of the UUPK itself is the acknowledgment of the consumer's position as a comparatively weaker legal subject. It therefore necessitates a mechanism of affirmative legal protection to realize substantive justice and to forge a more equitable legal relationship between consumers and business entities.

Nevertheless, the ideal concept of legal protection enshrined in the Consumer Protection Law (UUPK) is often ineffectively realized when confronted with the juridical reality of insolvency proceedings (*das sein*). The legal standing of consumers undergoes a significant degradation when a property developer enters a Suspension of Debt Payment Obligations (PKPU) process or is declared bankrupt under Law No. 37 of 2004 concerning Bankruptcy and PKPU (Republik Indonesia, 2004). Under these circumstances, holders of a Sale and Purchase Binding Agreement (PPJB) are no longer regarded as parties with the right to demand the specific performance of property unit delivery. Instead, they are amalgamated into the general pool of the company's creditors. More specifically, they are categorized as unsecured creditors (*kreditur konkuren*), the creditors who do not hold any security interest in the debtor's assets. Consequently, the settlement of their claims is deferred until all obligations to secured (*separatis*) and priority (*preferen*) creditors have been fully discharged (Muniefiy et al., 2023; Aprita, S, 2016). This phenomenon creates a fundamental legal gap, manifesting as an antinomy between two conflicting legal regimes: the UUPK, which is oriented toward substantive justice for individuals, and the Bankruptcy Law, which prioritizes collective legal certainty through the *pari passu pro rata parte* principle. This essential tenet of bankruptcy law, although designed to achieve a proportional distribution of assets among creditors, often results in inequitable outcomes when applied to individual consumers, whose economic positions are disparate from those of institutional or corporate creditors (Manurung et al., 2023). Thus, the rigid application of commercial reasoning to a transaction that is existential for consumers such as homeownership indicates that the Indonesian bankruptcy regime continues to grant precedence to the principle of legal certainty over that of substantive justice.

The academic discourse on this issue continues to evolve within Indonesian legal scholarship. A study conducted by Adhim et al. (2025: 42–43) indicates that the execution of court-sanctioned composition plans (homologation) often encounters significant efficacy challenges. This problem is primarily attributed to the debtor's delay in submitting a viable composition proposal and the absence of a well-developed restructuring strategy, which ultimately creates new uncertainties among creditors. This conclusion aligns with research findings published by Ahmad et al. (2025: 1351). Their study specifically highlights how a developer's bankruptcy culminates in a state of absolute legal uncertainty regarding the ownership status of apartment units. In such circumstances, the Sale and Purchase Binding Agreement (PPJB) effectively loses its binding force, and the process for issuing a formal Deed of Sale and Purchase (AJB) is definitively halted. Although both of these studies have successfully identified the root causes of the consumer's precarious position and the ineffectiveness of composition plans, there has yet to be an analysis that explicitly delves into the progressive legal reasoning employed by judges in post-homologation civil rulings. An examination of this judicial aspect is crucial, as it holds the potential

to open new avenues for reinterpreting the dialectic between the principle of substantive justice and the tenet of legal certainty within the PKPU framework.

The complexity of this legal phenomenon manifested with particular clarity in the case of the Meikarta megaproject, involving the developer PT Mahkota Sentosa Utama (MSU). In response to legal claims from consumers, MSU utilized the PKPU Homologation Decree No. 328/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst as its juridical justification for denying individual liability. This decree, which formally ratified a collective composition plan that included a clause rescheduling the handover of units to 2027 (Central Jakarta Commercial Court, 2020), effectively served as a legal shield. This instrument was leveraged by the developer to assert that any resolution of consumer disputes must adhere to the collective mechanism stipulated within the PKPU regime. However, the social reality that unfolded following the decree indicated that the ratified composition scheme failed to comprehensively resolve the problems at the grassroots level. Consumers continued their struggle to demand their rights through various avenues, including lodging complaints with the House of Representatives (DPR) and mobilizing public demonstrations. This reality reflects a systemic failure in the effort to achieve substantive justice for the consumers (Hasan, 2025).

In a significant judicial response, the Cikarang District Court, through Decision No. 87/Pdt.G/2021/PN Ckr, proceeded to examine and adjudicate an individual civil lawsuit filed by a consumer on the grounds of an unlawful act (Act against the law). This decision was made despite the defendant raising a legal objection (exception) grounded in the binding nature of a pre-existing homologation decree (Cikarang District Court, 2021). The legal reasoning within this decision signifies a notable act of judicial courage in balancing the principle of collective legal certainty with the demand for individual substantive justice. Therefore, an in-depth analysis of how the court navigated this normative conflict through its ratio decidendi constitutes the central focus of this research.

Building upon the previously outlined background and legal gap, this research aims to scrutinize the legal certainty of implementing the homologation decree in the Suspension of Debt Payment Obligations (PKPU) process, particularly concerning the fulfillment of rights for consumers holding the status of unsecured creditors in the Meikarta property dispute. This study will demonstrate how a composition plan, intended as a resolution, could paradoxically degrade consumer protection. Furthermore, this research will analyze the liability of the business entity toward consumers as unsecured creditors following the issuance of Cikarang District Court Decision No. 87/Pdt.G/2021/PN Ckr. The analysis will focus on the judge's ratio decidendi as a manifestation of judicial law-making (*rechtsvinding*), reflecting a progressive legal paradigm where a judge actively fills normative voids to achieve substantive justice (Mertokusumo, 2010: 56; Wignjosoebroto, 2002).

## **2. Research Methods**

This research is fundamentally grounded in the normative juridical method, which centers its analysis on the norms, principles, and doctrines within the framework of positive law (law in books). Recognizing, however, that the issues under examination cannot be fully resolved through a purely textual approach, this study integrates an in-depth analysis of the law's application in judicial practice (law in action). This dual-method approach is designed to comprehensively dissect the clash between the law as it ought to be (*das sollen*) and its often-problematic implementation in social reality (*das sein*). More specifically, the research focuses on observing how judges engage in legal discovery (*rechtsvinding*) as a judicial response to the evolving dynamics and needs of society.

To achieve these objectives, the normative foundation of this research is constructed utilizing a statute approach. This method is applied to conduct a systematic review of the relevant regulatory framework, encompassing Law No. 37 of 2004, Law No. 8 of 1999, and Government Regulation No. 12 of 2021. Subsequently, this normative analysis is sharpened through a conceptual approach. At this stage, an examination of fundamental theories such as legal certainty and justice is undertaken, with the theory of progressive law serving as the primary analytical lens for this study. The apex of this research's analytical framework lies in the case approach. Within this method, the Cikarang District Court Decision No. 87/Pdt.G/2021/PN Ckr is not merely treated as an illustrative example but is positioned as a primary case study to observe the process of legal discovery (*rechtsvinding*) by the judge. Through a critical analysis of the decision's *ratio decidendi*, or legal reasoning, this study specifically deconstructs how the rigidity of positive legal norms can be progressively interpreted to respond to the sense of justice that prevails within society.

The entire analysis in this study is underpinned by data derived from primary legal materials, which include statutory regulations and court decisions. This is supplemented by secondary legal materials, consisting of books, relevant literature, and various scholarly journals. Further support is drawn from tertiary legal materials, which serve to clarify legal terminology. All collected data were then processed using a juridical-qualitative analysis technique. This method was executed through the systematic interpretation and argumentative synthesis of legal texts, established doctrines, and judicial precedents. The entire process was directed toward constructing a systematic and in-depth answer to the research questions formulated for this study.

### 3. Results and Discussion

#### 3.1. Legal Certainty in the Implementation of Homologation in Postponing Debt Payment Obligations Regarding the Fulfillment of Consumer Rights as Concurrent Creditors in the Meikarta Property Dispute

The primary legal justification invoked by PT Mahkota Sentosa Utama (MSU) in response to individual civil lawsuits from consumers is the absolute binding nature inherent in a ratified composition plan (homologation). This juridical foundation is explicitly stipulated in Article 286 of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. The regulation stipulates that once a composition plan has been ratified, it becomes legally binding on all unsecured creditors (Kreditur Konkuren) defined as creditors who do not hold preferential rights irrespective of whether or not they participated in the claim submission process (Republik Indonesia, 2004, Art. 286).

This legal provision affirms the *erga omnes* characteristic of the homologation decree, signifying that its ruling has a binding force that applies inclusively and without exception to all unsecured creditors. Consequently, regardless of their stance whether they consented, dissented, or were absent during the creditors' meeting, all such parties are juridically bound by the substance of the composition agreement (Santi & Sulistiyono, 2025).

However, the efficacy of this *erga omnes* principle becomes problematic under practical scrutiny, particularly when applied to consumer-centric legal relationships such as in the Meikarta case. Theoretically, the absolute binding force of a homologation decree is a manifestation of the principle of legal certainty, as conceptualized by Hans Kelsen, who posited that law must provide clarity and predictability for its legal subjects (Marzuki, 2015). Within the framework of bankruptcy law, legal certainty is indeed prioritized to ensure an efficient and collective resolution of debts (Sjahdeini, 2016: 102). Nevertheless, an excessive focus on formal legal certainty risks sacrificing the dimension of substantive justice, especially for economically weaker parties, such as property consumers (Wignjosoebroto, 2002). It is at this juncture that a conflict of values arises between collective legal certainty and individual justice which constitutes the core of the legal problematic in the Meikarta dispute.

In practice, the fundamental argument advanced by PT MSU is rooted in this very principle of bankruptcy law. As explicitly stated in the legal objection (eksepsi) of Defendant I in Cikarang District Court Decision No. 87/Pdt.G/2021/PN Ckr, the developer contended that the plaintiff's lawsuit was premature. The primary justification was that the rights and obligations of all parties had been



comprehensively restructured through Homologation Decree No. 328/Pdt.Sus-PKPU/2020/PN.Niaga.Jkt.Pst (Central Jakarta Commercial Court, 2020). In other words, the PKPU ruling was positioned as a new legal framework that effectively annulled the validity of prior individual agreements, including the Sale and Purchase Binding Agreement (PPJB). In its objection, PT MSU firmly relied on the legal maxim *lex specialis derogat legi generali*, which implies that the ratified composition plan holds a superior legal standing that supersedes conventional civil contracts (Fuady, 2017: 121; Athirah, 2023).

However, upon more critical scrutiny, the substance of the Meikarta composition plan reveals a significant structural disparity between the developer and the consumers. The plan, in effect, postponed the unit handover schedule from the originally promised year of 2019 to 2027, while simultaneously reducing the late-delivery compensation from 1% to 0.5% per month (Kurniawan, 2015: 67). This unilateral modification fundamentally contravenes the principle of *pacta sunt servanda*, as mandated by Article 1338 of the Indonesian Civil Code (KUHPerdata). This principle asserts that any legally concluded agreement has the binding force of law for the parties who made it (Republik Indonesia, 1847, Art. 1338).

Furthermore, the refund scheme offered by the developer reveals a substantial imbalance. Under this scheme, consumers were only permitted to request a refund after rejecting three alternative units, with the payment itself to be disbursed in installments up to six months following the entire project's completion. In the lawsuit filed with the Cikarang District Court, the plaintiff projected that the refund period could potentially extend to as long as 79 months (Cikarang District Court, 2021). This arrangement vividly illustrates how the Suspension of Debt Payment Obligations (PKPU) mechanism can be opportunistically exploited by the debtor. Such a practice enables them to defer their contractual obligations while simultaneously shifting the inherent business risks onto the consumers (Adhim et al., 2025: 43).

When analyzed through the lens of an economic approach to law, as articulated by Cooter and Ulen (2012: 245), such a situation fosters a condition of moral hazard. This phenomenon manifests when developers are incentivized to undertake greater business risks because a substantial portion of the potential losses is effectively transferred to consumers, who inherently possess more limited access to information. Consequently, the composition mechanism implemented in the Meikarta case functionally operated more as an instrument for corporate protection than as a means of consumer safeguarding. This finding corroborates the research conducted by Anzward, Darwin, and Wulan (2019: 57), which concluded that the PKPU scheme in Indonesia often serves merely as an administrative formality that fails to address the essence of substantive justice for parties in a weaker position.

However, the Cikarang District Court Decision No. 87/Pdt.G/2021/PN Ckr introduced a new dynamic into the juridical interpretation of the homologation decree's absolute nature. In this case, the Plaintiff adopted a distinct legal strategy, shifting the basis of their claim from breach of contract to that of an unlawful act (tort). This approach represented a shrewd maneuver designed to decouple the lawsuit from the purely contractual sphere governed by the PPJB. The argument posited that the actions of PT MSU constituted not merely a violation of the contractual agreement, but a direct contravention of the overarching principles of propriety and good faith in legal commerce (Salim & Nurbani, 2014: 76).

Ironically, the cornerstone of the Plaintiff's argument is derived from a document issued by the Defendant themselves: the Unit Reservation Confirmation and Agreement (P3U). Article 24.4 of this document explicitly states, "the relationship between the Parties in this Reservation Confirmation does not constitute a creditor-debtor relationship, and therefore, under no circumstances shall any debt obligation arise" (PT Mahkota Sentosa Utama, 2017). Based on this very clause, the Plaintiff contended that if the developer itself has declared that no debtor-creditor relationship exists, then consumers cannot be classified as unsecured creditors. The logical consequence of this argument is that consumers should not be subject to the jurisdiction and provisions governed by the PKPU regime (Idham, Nawi, & Baharuddin, 2020: 155).

Although the panel of judges ultimately declared the lawsuit inadmissible (niet ontvankelijke verklaard) on formal grounds namely, the vagueness of the claim (obscuur libel) and errors in the defendant's written identity, the decision retains significant conceptual importance. This is evident in the court's refusal to immediately grant Defendant I's objection regarding the lawsuit's prematurity. Instead, the judges opted to proceed with examining the merits of the case until the trial concluded (Cikarang District Court, 2021). This judicial maneuver indicates an intention to provide access to justice outside the formal corridors of the PKPU mechanism. Consequently, the ruling can be indirectly viewed as a precedent that paves the way for a more progressive legal interpretation of the absolute nature of a homologation decree.

The Meikarta case thus serves as a reflection that even though the principle of legal certainty within a homologation decree possesses an absolute binding force, it is not a concept entirely immune to judicial review. Through a progressive ratio decidendi, the judiciary demonstrates its capacity to position the law as an instrument for achieving substantive justice, rather than merely as a rigid set of formal rules (Mertokusumo, 2010: 56; Wignjosoebroto, 2002).

### **3.2. Responsibilities of Business Actors to Consumers as Unsecured Creditors Bound by Homologation in Postponement of Debt Payment Obligations Following the Decision of the Cikarang District Court No. 87/Pdt.G/2021/PN Ckr**



Although Cikarang District Court Decision No. 87/Pdt.G/2021/PN Ckr formally concluded by declaring the lawsuit inadmissible (*niet ontvankelijke verklaard*), its juridical significance extends far beyond a mere procedural dismissal. The panel's refusal to summarily grant the dilatory exception (*Exceptio Dilatoria*) filed by Defendant I (PT Mahkota Sentosa Utama) signifies a progressive step in consumer protection law enforcement. This action reflects a growing judicial awareness that even though a homologation decree possesses binding force on all parties (*erga omnes*), the individual rights of consumers cannot be automatically nullified solely by the existence of a collective composition scheme (Adhim et al., 2025).

The stance adopted by the judicial panel can be interpreted as an effort to assert that a business's accountability is not confined to the contractual scope restructured through the Suspension of Debt Payment Obligations (PKPU) mechanism. Within this framework, the judge implicitly reaffirms the fundamental principle of good faith, which underpins every civil relationship between a business entity and a consumer, as mandated by Article 1338(3) of the Indonesian Civil Code. This principle requires parties not only to adhere to the formal clauses of an agreement but also to execute their obligations grounded in loyalty, honesty, and moral responsibility (Kurniawan, 2015: 87). Therefore, it can be concluded that although a homologation decree serves as an instrument for collective debt restructuring, it does not automatically extinguish the moral and legal responsibilities inherent to the business, particularly for actions that can be classified as violations of the principles of propriety or good faith.

In practical terms, the judicial measure taken by the Cikarang District Court opens an avenue for consumers to pursue civil litigation channels, even after a homologation decree has been issued. The lawsuit, as reflected in the Meikarta case, was no longer predicated solely on contractual default but was instead grounded in the tort of an unlawful act. This strategic legal choice underscores the existence of a normative space outside the PKPU framework, which can be utilized to afford protection to consumers whose rights have been infringed upon by a business's actions (Salim & Nurbani, 2014: 76). Consequently, consumers retain a legal basis to claim other forms of civil liability, such as material and immaterial damages, or even the fulfillment of non-pecuniary obligations, which are typically not accommodated within the PKPU mechanism (Muniefiy et al., 2023: 134).

The vulnerability of consumers in pre-project selling (PPS) schemes further underscores the urgency for such alternative legal protections. As analyzed by Manurung et al. (2023), the PPS business model is inherently fraught with high risk, given that funds paid by consumers are utilized as project working capital without adequate collateral security. When a developer encounters financial

distress, consumers simultaneously lose two primary assets: the funds already paid and the right to the promised property unit. Within the bankruptcy framework, their position is further degraded as they are merely classified as unsecured creditors, a category with no preferential rights in the distribution of the bankrupt's assets. This condition ultimately creates a fundamental disequilibrium between the principle of collective legal certainty, which protects the debtor, and the principle of substantive justice, which ought to be afforded to the consumer.

In response to this disequilibrium, the Indonesian Government enacted Government Regulation No. 12 of 2021 concerning the Implementation of Business Licensing in the Housing and Settlement Sector (Republik Indonesia, 2021). This regulation is fundamentally preventive in nature, designed to avert the recurrence of similar cases by imposing more stringent prerequisites that developers must fulfill before they are permitted to market property units. Under this regulation, business actors are required to meet a series of essential legality requirements. These stipulations include clarity of land ownership status, possession of building permits (now known as Building Approval or Building Construction Approval), and the availability of adequate supporting infrastructure. For high-rise residential projects specifically, an additional condition mandates that physical construction progress must reach a minimum of 20% before any marketing activities can commence.

This regulation marks a significant step forward in strengthening the consumer's bargaining power at the nascent stages of a transaction. With this mechanism in place, the practice of marketing speculative or underdeveloped projects is expected to be significantly curtailed (Ahmad et al., 2025: 1351). Nevertheless, Government Regulation No. 12 of 2021 adheres to the principle of non-retroactivity, implying that its provisions are not retroactively applicable to pre-existing cases, such as the Meikarta dispute. Consequently, the adversely affected consumers remain under the jurisdiction of the former legal regime, under which preventive safeguards were severely limited. Therefore, the attainment of substantive justice for these consumers ultimately hinges upon the efficacy of repressive mechanisms namely, the proactive role of the judiciary.

From a legal-theoretical perspective, the Meikarta case reflects a conflict between two value systems concurrently operating within Indonesia's legal order. On one hand, the Law on Bankruptcy and Suspension of Debt Payment Obligations (PKPU) (Republic of Indonesia, 2004) is predicated on economic legal reasoning and an orientation toward the efficient, collective settlement of liabilities. Its foundational principle of *pari passu pro rata parte* fundamentally positions all unsecured creditors on an equal footing to receive proportional repayment from the debtor's assets (Aprita, S, 2016: 217). On the other hand, the Consumer Protection Law (UUPK) (Republic of Indonesia, 1999) is animated

by the spirit of social justice and the aim of providing affirmative protection to the weaker party in an economic transaction (Sidabalok, 2014: 56). When these two legal regimes intersect, the supremacy of bankruptcy law often negates the core objective of the UUPK, which is focused on fostering a more balanced legal relationship.

Ultimately, this phenomenon gives rise to a normative vacuum, a condition where legal protection for consumers acting as unsecured creditors lacks an explicit juridical basis in the positive law system. It is within this void that the role of the judge as a law-finder (*rechtsvinding*) becomes crucial. The Cikarang District Court's decision, despite not altering the final outcome of the case, serves as a symbol of the judiciary's courage to correct the system's rigidity through a progressive legal interpretation. The panel's stance in proceeding to examine the substance of the case, even after the lawsuit was formally declared vague (*obscuur libel*), indicates a strong will to seek the substantive justice that lies beyond the partitions of procedural formalism (Fuady, 2017, p. 141).

This perspective reflects the philosophy of Satjipto Rahardjo (2011, p. 12), who argued that law should not be a static, normative text but rather a dynamic entity that interacts with the sense of justice alive within society. In the context of the Meikarta case, the judges tangibly fulfilled the law's function as an instrument of social correction by refusing to view the homologation decree as an absolute juridical fortress that insulates it from consumer rights. This demonstrates that progressive judicial law-making has transitioned from a mere theoretical discourse into an implemented reality within judicial practice.

On a deeper level, the judge's actions reflect an evolution of the judiciary's role within the Indonesian legal system. This institution is shifting from merely functioning as a "mouthpiece of the law" (*bouche de la loi*) to a position as an agent of justice, actively oriented toward achieving substantive justice (Mertokusumo, 2010: 56). In the long-term perspective, this jurisprudential pattern has the potential to lay the groundwork for a reformulation of bankruptcy law that is more aligned with social justice. Through such reforms, it is hoped that debt resolution mechanisms will no longer exclusively emphasize economic efficiency but will also inherently guarantee the fundamental rights of consumers as participants in the national economy.

Based on a comprehensive analysis of the dynamics surrounding the Meikarta dispute, it can be concluded that the implementation of the homologation decree within the PKPU regime has manifested an antinomy between the principle of collective legal certainty and the demand for individual substantive justice. While PT Mahkota Sentosa Utama (MSU) was juridically justified in relying on the absolute binding force of the composition plan, this rigid adherence to formalism has paradoxically resulted in the erosion of rights for consumers holding the status of unsecured creditors.

Through the Cikarang District Court Decision No. 87/Pdt.G/2021/PN Ckr, the general judiciary indicates a crucial paradigm shift: the role of a judge is no longer confined to that of a passive applicator of legal text (*bouche de la loi*), but extends to being a guardian of the equilibrium between codified norms and the values of justice. Meanwhile, the advent of new regulations such as Government Regulation No. 12 of 2021 signals a positive development for future consumer protection reform, although it lacks the retroactive capacity to redress damages that have already been incurred.

This chapter thus affirms that substantive justice for consumers in the context of bankruptcy can be achieved only when the law is not merely confined to normative certainty, but is instead boldly and progressively interpreted to respond to concrete societal needs.

#### 4. Conclusion

This study concludes that the implementation of a homologation decree within the Suspension of Debt Payment Obligations (PKPU) framework has, in practice, led to an erosion of the rights afforded to consumers holding the status of unsecured creditors. This phenomenon occurs because the prevalence of the legal certainty principle designed to ensure collective debt settlement has effectively superseded the pursuit of substantive justice for individuals. Nevertheless, Cikarang District Court Decision No. 87/Pdt.G/2021/PN Ckr marks a paradigmatic transition in jurisprudence. In this ruling, the judges no longer positioned themselves merely as passive applicators of statutory text (*bouche de la loi*) but actively engaged in judicial law-making (*rechtsvinding*) to strike a balance between the rigidity of PKPU norms and the fundamental values of consumer protection. This finding underscores the urgency of reinterpreting the principle of legal certainty in the implementation of homologation, with the primary objective of preventing the annulment of consumers' civil rights. Ultimately, this study reaffirms the necessity of positioning substantive justice as the core spirit (*spiritus rector*) of bankruptcy law practice in Indonesia.

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