



Settlement of Workers' Rights at PT Satelit Bintang Persada Through PKPU Legal Efforts at the Medan Commercial Court

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Abstract

Generally, if a company is no longer able to provide for the welfare of its employees, then the company experiences a financial crisis and this will result in the company's bankruptcy. Bankruptcy or bankruptcy is legal certainty received by the debtor because of the court's bankruptcy decision. The result of bankruptcy is that the debtor's assets are placed under investment so that the debtor cannot have his assets back. The problem is that this research was conducted to reveal how the rights of PT workers are resolved. Bintang Persada Satellite through legal action at the Medan District Court and how the PKPU was resolved at the Medan Commercial Court. The research method uses normative juridical research methods. The research results show that PT. Bintang Persada Satellite was found guilty and had to pay workers their rights in accordance with the provisions of article 156 of Law no. 13 of 2003 which includes severance pay, long service awards and rights assignment money. Meanwhile, in the case of delayed debt payment obligations (PKPU) which occurred at PT. Bintang Persada Satellite where the company is deemed incapable and is no longer actively running its business.

Keywords: workers' rights, legal efforts, commercial court

1. INTRODUCTION

Generally, if a company is no longer able to provide for the welfare of its employees, then the company experiences a financial crisis and this will result in the company's bankruptcy. Bankruptcy or bankruptcy is legal certainty received by the debtor because of the court's bankruptcy decision. The result of bankruptcy is that the debtor's assets are placed under confiscation so that the debtor cannot have his assets back (Aurelie & Hadiati, 2021).

This incident occurred until the settlement of the bankruptcy estate had been handled by the curator. A bankruptcy decision can be given to a debtor if he is unable to pay off one or more of his debts which have exceeded the time limit and can be requested or collected. The debtor must have at least two creditors. If there is only one creditor and there is a conflict, then the conflict regarding the debt agreement can be resolved by filing a lawsuit for default against the debtor through court. That is the difference between a breach of contract lawsuit and a bankruptcy petition. The bankruptcy regulations that currently exist in the world are a development of past bankruptcy regulations. Current bankruptcy regulations pay more attention to humans than the bankruptcy regulations that previously existed in the world. Bankruptcy regulations are a major part of the legal system (Sjahdeini, 2016).

Workers are part of the workforce who have completed work with their services while working and who are related to receiving money or salary. When running a company, entrepreneurs need workers to help run their company to make a profit and the existence of Employment Regulations which contain information on protection for workers is intended to

guarantee the basic rights of employees or workers and guarantee equality of time and treatment without impartiality on any basis to pay attention to welfare. workers or laborers and their families while continuing to see a series of improvements in the business world (Purnamawanti & Zulkarnaen, 2004). If the workers and entrepreneurs have fulfilled the conditions previously stated when determining a work agreement, meaning that the employees and business owners have brought each other closer, the impact of this incident is why workers and entrepreneurs must follow the agreement they have made and exercise their rights and requirements that exist in the work agreement and regulations that apply in the company. Workers and employers must implement the work agreement and company regulations. Workers must be responsible if they violate the work agreement and regulations set at the company. In turn, if the entrepreneur does not carry out his obligations in accordance with the agreed agreement and regulations set at the company, then the entrepreneur it must be responsible to workers (Abdullah, 2018).

As previously explained, the bond between employees and the industry is mutually necessary, therefore employees cannot make it seem like someone is being used by the industry, even though the employee actually needs work and the industry gives him money, the employee's rights must be remembered and secured so that employees can work smoothly and make good goods (Patni & Danyathi, 2020). Based on existing problems, this research was conducted to reveal how the rights of PT workers are resolved. Bintang Persada Satellite through legal action at the Medan District Court and how the PKPU was resolved at the Medan Commercial Court

2. RESEARCH METHODS

The type of research used in this research uses normative juridical research methods. Normative juridical research is a study of documents, namely using legal sources of material in the form of statutory regulations, court decisions, contracts, agreements, legal theories and opinions of scholars. Another name for legal research is doctrinal legal research, also known as library research or document study.

This research is analytical-descriptive in nature and describes or the nature of the research used is analytical descriptive from case decision studies. A case study is research on the status of a research subject relating to a specific phase or case of an entire personality that leads to legal research, namely a form of legal writing that is based on the characteristics of legal science. (Wijayanti Asri, 2011).

The research methods used in preparing this article include research on legal principles, legal systematics, and legal synchronization. In conducting the analysis, the author prioritizes the use of research materials in the form of library materials or secondary data in the form of positive law which regulates workers' rights and related legal remedies in commercial courts.

3. RESULT AND DISCUSSION

Industrial Relations Dispute Resolution Process at PT. Bintang Persada Satellite

Nowadays, employment issues are increasingly broad and complex, so many of these issues involve the government as a representative of the state and society in employment relations. To acknowledge the involvement of the parties in question, the understanding of actors in employment relations, which was originally understood as a relationship between employers and workers only, is expanded to involve third parties other than employers and workers. This expanded relationship is then referred to as Industrial Relations, namely a system of relationships formed between actors in the production process of goods and services (Entrepreneurs, Workers and Government) which is based on the values of the community (Syauflii Syamsudin: 2004).

Law Number 13 of 2013 concerning Manpower also regulates the rights and obligations of workers and employers in industrial relations and also regulates the provisions that apply in the event of an industrial relations dispute. In article 1 paragraph (16) it states "Industrial Relations is a system of relationships formed between actors in the process of producing goods and/or services consisting of elements of entrepreneurs, workers/laborers, and the government which is based on the values of Pancasila and the Constitution Republic of Indonesia in 1945.

The parties to an industrial relations dispute consist of:

a. Workers / Laborers

Before the existence of Law Number 13 of 2003 concerning Employment, the term laborer was well known as labor law because it had often been used since the Dutch colonial era. In the development of labor legislation, there is no distinction between fine workers and unskilled workers who have rights and obligations that do not have any differences. In fact, efforts are being made to replace the term laborer with the term worker because the term laborer is not in accordance with the national personality, laborer refers more to a group that is always oppressed and under another party, namely the employer.

In article 1 number 3 of Law Number 13 of 2003 concerning Employment, it is stated that "A worker/laborer is every person who works by receiving wages or other forms of compensation." This understanding is rather general, but its meaning is broader because it can include all people who work for anyone, whether individuals, partnerships, legal entities or other entities by receiving wages or compensation in any form. Confirming rewards in any form is necessary because wages have so far been given in money only, even though there are also workers/laborers who receive rewards in the form of goods. So workers/laborers are workers who work for someone with a certain agreement to get wages or rewards from the person who employs them.

a. Businessman

In the provisions of Article 1 paragraph 5 of Law No. 13 of 2003, entrepreneurs are:

1. Individuals, partnerships or legal entities who run their own company;
2. Individuals, partnerships or legal entities who independently run a company that is not their own;
3. Individuals, partnerships or legal entities located in Indonesia represent companies as intended in letters a and b which are domiciled outside the territory of Indonesia.

Generally, an entrepreneur is a person who holds a business, whether privately owned or jointly owned. whereas a company is a business sector whether it is a legal entity or not, owned by an individual, owned by a partnership or owned by a legal entity, whether privately owned or state owned which employs workers/laborers by paying wages or other forms of remuneration; social enterprises and other businesses that have management and employ other people by paying wages or other forms of compensation.

b. Government

The role of government is an important key in many matters related to employment. In general, the government as the ruler has the function of supervising and supervising workers in the field of employment which is carried out by the Department of Manpower (Depnaker). Article 176 of Law Number 13 of 2003 explains that "Labor inspection is

carried out by labor inspection employees who have competence and are independent in order to ensure the implementation of labor laws and regulations."

In Indonesia, industrial relations are apparently related to all parties involved in work relations in a company without considering gender, membership in a trade union or trade union, and type of work. Industrial relations is basically a process of fostering communication, consultation, deliberation and negotiation and is supported by the ability of high commitment from all elements within the company (Adrian Sutaedi: 2009). In Article 2 of Law no. 2 of 2004 concerning the resolution of industrial relations disputes, there are 4 (four) types of disputes, namely: rights disputes, interest disputes, employment termination disputes, and disputes between worker/labor unions within the company.

In the case of the Industrial Relations Court at the Medan District Court, the initial case was that the names of the plaintiffs were:

1. Suhaimi (Plaintiff I);
2. Ari Winanda (Plaintiff II);
3. Hermanto (Plaintiff III);
4. Irfan Syahputra (Plaintiff IV);
5. Marito (Plaintiff V);
6. Novidawati (Plaintiff VI);
7. Toni Sanjaya (Plaintiff VII);
8. Turina (Plaintiff VIII);
9. Wahyudi (Plaintiff IX);
10. Yusnan (Plaintiff X);
11. Dimas Priyono (Penggugat XI);
12. Idarianto (Plaintiff XII);
13. Adi Putra (Plaintiff XIII);
14. Muhammad Ramiadi (Plaintiff XIV)

The plaintiffs above have chosen their legal domicile and given power of attorney to Gindo Nadapdap, SH, MH, from the office of the Solidarity Legal Aid Association (PBH Solidaritas), whose address is Jalan Sisingamangaraja No. 212 A, Sidorejo Hilir Village, Medan Kota District, Medan, based on a power of attorney dated 31 October 2020 which was registered at the Industrial Relations Court at the Medan District Court, hereinafter referred to as the Plaintiff.

And the opponent is PT. Bintang Persada Satellite, whose address is Jalan Brigjen Hamid, Medan Johor District, is represented by attorneys from the office of Advocate Bima, SH and Partners, whose address is Jalan Prof. HM. Yamin No. 40 E Medan based on a power of attorney dated 27 November 2020 which was registered at the Industrial Relations Court at the Medan District Court, hereinafter referred to as the Defendant.

The beginning of this case was that the defendant always paid wages to the plaintiffs or workers not on time from 2019 to 2020, and the defendant often paid the plaintiffs' salaries in installments, sometimes Rp. 100,000, Rp. 500,000, and sometimes Rp. 1,500,000,-. The delay in payment of salaries resulted in the plaintiffs having difficulty in meeting the plaintiffs' daily living and family needs.

Apart from that, the defendant has not paid the 2020 religious holiday allowance (THR) in full to each of the plaintiffs. And after that the plaintiffs went on strike, but the defendant also did not fulfill the plaintiffs' demands, and finally the plaintiffs submitted a complaint to the North Sumatra Provincial Labor Inspectorate and to the Medan City Manpower Office and the plaintiffs also reported the defendant's non-payment. the

plaintiffs' BPJS Employment contributions to the Medan Police with proof of report No:STTLP/1900/K/VIII/YAN:2.5/2020/SPKT Medan Restabes dated 3 August 2020.

After submitting the Complaint Report from the plaintiffs to the Medan City Manpower Office, the Medan City Manpower Office conducted mediation. However, due to mediation, an agreement was not reached. Due to the absence of an agreement, on 1 September 2020 the Manpower Service issued recommendations regarding disputes between the plaintiffs and defendants through recommendation letter No: 567/1943/DKKM/2020, which recommends:

1. So that employers pay workers' rights as stated in Note I of the Labor Inspectorate
2. When carrying out a strike, workers must carry out the procedures as regulated in article 38 paragraph 1 of Law no. 13 of 2003 concerning Employment.
3. So that both parties provide answers to these recommendations no later than 10 days after receiving this letter of recommendation.

The results of the court decision explained that:

1. Reject the plaintiff's claim for other than that and the rest;
2. Accept and grant the plaintiffs' lawsuit;
3. States that the defendant's actions in not paying wages as agreed and not paying wages on time to the plaintiffs are contrary to Law no. 13 of 2003 concerning Employment;
4. Declare that the employment relationship between the plaintiff and the defendant has been terminated since this decision was read;
5. Sentenced the defendant to pay the plaintiffs' rights in the form of severance pay, gratuity money, change of rights money and processing wages in the amount of Rp. 1,421,648,938,- (One Billion Four Hundred Twenty One Million Six Hundred Forty Eight Thousand Nine Hundred Thirty Eight Rupiah) with the following details:
 - a. Suhaimi with an amount of Rp. 108.017.074,68
 - b. Ari winanda with an amount of Rp. 95.193.313,05
 - c. Hermanto with an amount of Rp. 102.605.193,458
 - d. Irfan Saputra with an amount of Rp. 95.193.313,05
 - e. Marito with an amount of Rp. 108.017.073,964
 - f. Novidawati with an amount of Rp. 102.605.193,458
 - g. Toni Sanjaya with an amount of Rp. 110.017.073,964
 - h. Turina with an amount of Rp. 113.723.014,192
 - i. Wahyudi with an amount of Rp. 106.311.133,736
 - j. Yusnan with an amount of Rp. 95.193.313,05
 - k. Dimas priyono with an amount of Rp. 76.663.611,912
 - l. Idariano with an amount of Rp. 113.723.014,192
 - m. Adi putra with an amount of Rp. 113.723.014,192
 - n. Muhamad with an amount of Rp. 76.663.611,912

From the analysis of the decision above, PT. Bintang Persada Satellite was found guilty and had to pay the workers' rights in accordance with the provisions of article 156 of Law no. 13 of 2003 which includes severance pay, long service awards and compensation for rights.

Process for Settlement of Cases Requesting Postponement of Debt Payment Obligations

The PKPU provisions that apply in Indonesia are still one with the Bankruptcy Law, both during the Faillissement Verordening Stb.1905No.217 juncto Stb. 1906 No.348, after the monetary crisis occurred in Indonesia in July 1997, it was changed to Government Regulation Number 1 of 1998 concerning amendments to the Law on

Bankruptcy dated 9 September 1998 (State Gazette of the Republic of Indonesia of 1998 Number 135) and replaced with Law- Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations (hereinafter referred to as Law Number 37 of 2004), where this legal instrument is needed to facilitate legal issues regarding debt payments and bankruptcy declarations (Sunarmi: 2009).

Postponement of Debt Payment Obligations is also known as *Surseance Van Betaling* or Suspension of Payment. There are two ways provided by Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations so that debtors can avoid the threat of having their assets liquidated when the debtor has been or will be in a state of insolvency, namely:

1. The debtor applies for Postponement of Debt Payment Obligations, abbreviated as PKPU. PKPU is regulated in Chapter III, Articles 222 to Article 294 of Law Number 37 of 2004 concerning Bankruptcy and Postponement of Debt Payment Obligations. The purpose of submitting a PKPU, according to Article 222 paragraph (2) of Law Number 37 of 2004, is to submit a peace plan which includes an offer to pay part or all of the debt to creditors. According to the explanation of Article 222 paragraph (2) of Law Number 37 of 2004, what is meant by creditors are both concurrent creditors and priority creditors (Remy Sjahdeini: 2008)
2. In order to avoid liquidation of the debtor's assets, peace can be reached between the debtor and his creditors after the debtor is declared bankrupt by the court. Peace cannot prevent bankruptcy, because bankruptcy has already occurred, but if peace is achieved then the debtor's bankruptcy which has been decided by the court will end. In other words, in this way the debtor can avoid carrying out liquidation of his assets even though bankruptcy has been decided by the court. This peace can end the debtor's bankruptcy only if it is discussed together involving all creditors. If peace is only proposed and negotiated with only one or a few creditors, then the debtor's bankruptcy cannot be ended.

Postponement of Debt Payment Obligations (PKPU) is a period given by the Commercial Court Judge to the debtor and creditor to negotiate ways to pay the debtor's debt, either in part or in full, including if it is necessary to restructure the debt. Given the opportunity for the debtor to postpone the obligation to pay his debts, there is a possibility for the debtor to continue his business, the assets and wealth will be maintained by the debtor so that it can provide a guarantee for the repayment of debts to all creditors. Apart from that, it also gives debtors the opportunity to restructure their debts, while for creditors, the postponement of debt payment obligations that have been given to debtors is also intended so that creditors obtain certainty regarding their bills, their debts and receivables will be able to be paid off by debtors (Kartini Mujadi: 2003).

Postponement of debt payment obligations is a legal procedure (or legal remedy) that gives rights to every debtor or creditor who cannot predict continuing to pay their debt, which is already due (Adrian Sutedi: 2009). Postponement of debt payment obligations can be submitted voluntarily by a debtor who estimates that he will not be able to pay his debts.

Another meaning of postponing debt payment obligations or suspension of payment or *Surseance van Betaling*, is a period given by law through a Commercial Court judge's decision, during which time creditors and debtors are given the opportunity to discuss ways to pay their debts by provide a payment plan for all or part of the debt, including if necessary to restructure the debt. The purpose of postponing debt payment obligations is to enable a debtor to continue his business despite payment difficulties and to avoid bankruptcy (Munir Fuady: 2014).

In the case of postponement of debt payment obligations at the Commercial District Court at the Medan District Court with case number No.2/Pdt.Sus –

PKPU/2022/PN.Niaga Mdn, where the Commercial Court at the Medan District Court examined and decided the case regarding the application for postponement of payment obligations debt at the first level has imposed a decision submitted by:

1. Suhaimi (PKPU I Applicant);
2. Ari Winanda (PKPU II applicant);
3. Hermanto (PKPU III applicant);
4. Irfan Syahputra (PKPU IV applicant);
5. Marito (PKPU V Applicant);
6. Novidawati (PKPU VI applicant);
7. Toni Sanjaya (PKPU VII applicant);
8. Turina (PKPU Petitioner VIII);
9. Wahyudi (PKPU IX applicant);
10. Yusnan (PKPU Applicant X);
11. Dimas Priyono (PKPU Applicant XI);
12. Idarianto (PKPU XII Petitioner);
13. Adi Putra (PKPU XIII Petitioner);
14. Muhammad Ramiadi (PKPU XIV applicant).

Initially, this case of postponing debt payment obligations occurred because the applicants for postponing debt payment obligations were former employees of PT. Bintang Persada Satellite which has been decided by the Industrial Relations Court at the Medan District Court with No.357/Pdt.Sus-PHI/2022/PN.Mdn in conjunction with Supreme Court Cassation Decision No.879/K/Pdt.Sus-PHI/2021, namely:

1. Suhaimi (PKPU Applicant I), with the amount of the bill based on the PHI decision amounting to Rp. 87,459,181.24,- ;
2. Ari Winanda (PKPU II applicant, with the amount of the bill based on the PHI decision amounting to Rp. 72,635,420.33,-;
3. Hermanto (PKPU III applicant), with the amount of the bill based on the PHI decision amounting to Rp. 80,047,300.78,- ;
4. Irfan Syahputra (PKPU IV applicant), with a bill based on the PHI decision amounting to Rp. 72,635,420,332,-;
5. Marito (PKPU V applicant), with a bill based on the PHI decision of Rp. 87,459,181,244;
6. Novidawati (PKPU VI applicant), with the amount of the bill based on the PHI decision amounting to Rp. 80,047,300,788,- ;
7. Toni Sanjaya (PKPU VII applicant), with a bill based on the PHI decision of Rp. 87,459,181,244,- ;
8. Turina (PKPU Petitioner VIII), with a bill based on the PHI decision of Rp. 79,575,518, 484,- ;
9. Wahyudi (PKPU IX Applicant), with a bill based on the PHI decision of Rp. 83,753,241,016,- ;
10. Yusnan (PKPU X Applicant) 72,635,420,332;
11. Dimas Priyono (PKPU Petitioner XI), with a bill based on the PHI decision of Rp. 54,105,719,192,- ;
12. Idarianto (PKPU Petitioner XII), with a bill based on the PHI decision of Rp. 91,165,121,472,- ;
13. Adi Putra (PKPU Petitioner XIII), with a bill based on the PHI decision of Rp. 113.723.014,192
14. Muhammad Ramiadi (PKPU Petitioner XIV), with a bill based on the PHI decision of Rp. 76.663.611,912

In the case of postponement of debt payment obligations at the Commercial District Court at the Medan District Court with case number No.2/Pdt.Sus –

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3. Hermanto (PKPU III applicant);
4. Irfan Syahputra (PKPU IV applicant);
5. Marito (PKPU V Applicant);
6. Novidawati (PKPU VI applicant);
7. Toni Sanjaya (PKPU VII applicant);
8. Turina (PKPU Petitioner VIII);
9. Wahyudi (PKPU IX applicant);
10. Yusnan (PKPU Applicant X);
11. Dimas Priyono (PKPU Applicant XI);
12. Idarianto (PKPU XII Petitioner);
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3. Hermanto (PKPU III applicant), with the amount of the bill based on the PHI decision amounting to Rp. 80,047,300.78,- ;
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7. Toni Sanjaya (PKPU VII applicant), with a bill based on the PHI decision of Rp. 87,459,181,244,- ;
8. Turina (PKPU Petitioner VIII), with a bill based on the PHI decision of Rp. 79,575,518, 484,- ;
9. Wahyudi (PKPU IX Applicant), with a bill based on the PHI decision of Rp. 83,753,241,016,- ;
10. Yusnan (PKPU Applicant 72,635,420,332;
11. Dimas Priyono (PKPU Petitioner XI), with a bill based on the PHI decision of Rp. 54,105,719,192,- ;
12. Idarianto (PKPU Petitioner XII), with a bill based on the PHI decision of Rp. 91,165,121,472,- ;
13. Adi Putra (PKPU Petitioner XIII), with a bill based on the PHI decision of Rp. 113.723.014,192;
14. Muhammad Ramiadi (PKPU Petitioner XIV), with a bill based on the PHI decision of Rp. 76.663.611,912.

In the case of postponement of debt payment obligations at the Commercial District Court at the Medan District Court with case number No.2/Pdt.Sus – PKPU/2022/PN.Niaga Mdn, where the Commercial Court at the Medan District Court examined and decided the case regarding the application for postponement of payment obligations debt at the first level has imposed a decision submitted by:

1. Suhaimi (PKPU Applicant I);
2. Ari Winanda (PKPU Applicant II);
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10. Yusnan (PKPU Applicant X);
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6. Novidawati (PKPU Applicant VI), with the amount of the bill based on the PHI decision amounting to Rp. 80.047.300,788,- ;
7. Toni Sanjaya (PKPU Applicant VII), with the amount of the bill based on the PHI decision amounting to Rp. 87.459.181,244,- ;
8. Turina (PKPU Applicant VIII), with the amount of the bill based on the PHI decision amounting to Rp. 79.575.518, 484,- ;
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10. Yusnan (PKPU Applicant X), with the amount of the bill based on the PHI decision amounting to Rp. 72.635.420,332;
11. Dimas Priyono (PKPU Applicant XI), with the amount of the bill based on the PHI decision amounting to Rp. 54.105.719,192,- ;
12. Idarianto (PKPU Applicant XII), with the amount of the bill based on the PHI decision amounting to Rp. 91.165.121,472,- ;
13. Adi Putra (PKPU Applicant XIII), with the amount of the bill based on the PHI decision amounting to Rp.91.165.121,472,- ;

14. Muhammad Ramiadi (PKPU Applicant XIV), with the amount of the bill based on the PHI decision amounting to Rp.76.663.661,912.

And finally the Panel of Judges postponed the debt payment obligation considering that:

1. Based on the application for postponement of debt payment obligations submitted by the applicants for postponement of debt payment obligations, it has been signed by the PKPU I applicant to the PKPU XIV applicant together with their legal representatives at the Sentra Justice Law Firm office located at Jalan Selamat bypass based on a special power of attorney dated January 12 2022, so that it has fulfilled the formal requirements for postponing debt payment obligations in article 224 paragraph (1) of Law 37 of 2004.
2. Considering that article 3 paragraph (1) of Law 37 of 2004 states that decisions on applications for bankruptcy declaration and other matters related to and/or regulated in this Law are decided by a court whose jurisdiction includes the area where the respondent is domiciled for postponement of payment obligations. debt / Debtor.
3. Considering that because the location of the respondent for the postponement of the obligation to pay the debt is within the jurisdiction of the Commercial Court at the Medan District Court in accordance with Presidential Decree No. 97 of 1999, the Commercial Court at the Medan District Court has the authority to examine and try the aquo case.
4. Considering that the main points of the petition between the two parties are as follows:
 - a. Is PT. Bintang Persada Satellite has two or more creditors;
 - b. Is PT. Bintang Persada Satellite has not paid at least one debt that has matured and can be collected and creditors estimate that PT. Bintang Persada Satellite is unable to continue paying its debts.
 - c. There are facts or circumstances that are simply proven.
5. Considering that in order to grant a request for postponement of debt payment obligations, Law no. 37 of 2004 concerning the Bankruptcy Law requires that the application must comply with the provisions of article 222 paragraphs 1 and 3 and article 8 paragraph 4 of Law 37 of 2004 concerning Bankruptcy whose requirements are as follows;
 - a. The debtor has 2 or more creditors;
 - b. The debtor does not pay at least one debt that is due and payable;
 - c. The creditor estimates that the debtor cannot continue paying his debt;
 - d. There are facts or circumstances that are simply proven.
6. Considering that in their petition, the applicants for postponement of debt payment obligations submitted an argument, stating that the respondent for postponement of debt payment obligations did not pay wages to the applicants for postponement of debt payment obligations, filing an industrial relations dispute lawsuit at the Medan District Court on 5 November 2020;
7. Considering that by not paying the rights of the applicants for postponing debt payment obligations as stated in the Court's decision, the rights of the applicants for postponing debt payment obligations constitute a debt that must be paid by the respondent for postponing debt payment obligations, who is the debtor;
8. Considering that the respondent postponed debt payment obligations at the hearing stating that during Covid-19, the respondent company postponed PT's debt payment obligations. Bintang Persada Satellite is in a state of inactivity and is no longer productive in carrying out the business of the respondent for postponement

of debt payment obligations, but the respondent for postponement of debt payment obligations is only able and able to pay normative rights or debts to the applicants for postponement of debt payment obligations in the total amount that is capable of and the respondent is able to postpone the obligation to pay the debt, namely Rp. 378,741,107 (three hundred seventy eight million seven hundred forty one thousand one hundred and seven rupiah);

9. Considering that with these considerations it can be concluded that the applicants for postponement of debt payment obligations have been able to prove their argument that the applicants for postponement of debt payment obligations have been able to prove their argument that the applicants for postponement of debt payment obligations have carried out the execution process at least at the aanmaning warning stage secondly, by the Chairman of the District Court to settle the debt or obligation, however, because the respondent postponed the obligation to pay the debt, in his reply letter he stated that during Covid-19, the respondent company postponed the obligation to pay PT's debt. Bintang Persada Satellite is inactive and no longer productive in running the business of the respondent, the postponement of debt payment obligations, but the respondent for postponement of debt payment obligations is only able and able to pay the normative rights or debts to the applicants for postponement of debt payment obligations in accordance with article 168 paragraph 1 and 3 Law no. 13 of 2003 concerning Employment with the total amount that the respondent is able and capable of postponing the obligation to pay debts, namely Rp. 3 Law 37 of 2004 which requires that one of the debtor's debts has matured and can be collected, but the debtor does not pay the debt can be fulfilled;
10. Considering that one of the circumstances of the request for postponement of debt payment obligations is proven in simple circumstances, namely that the debt of the respondent for postponement of debt payment obligations to the applicant has become due and can be collected, then based on the Decree of the Chairman of the Supreme Court N0.109/KMA/SK/IV2020 as mentioned above , which basically states that a situation that can be proven simply is as follows:
 - a. The debtor is proven capable of having 2 or more creditors;
 - b. Failure to pay off 1 debt that is due and collectible;
 - c. Debt recognized;
 - d. The existence of debt can be proven by the applicant.
11. Considering that based on the description of the legal considerations as explained above, the Panel of Judges is of the opinion that the postponement of debt payment obligations from the applicant has fulfilled the provisions of Article 222 paragraph 3 of Law = Law 37 of 2004, that the suspension of debt payment obligations temporarily has legal grounds to be granted, a maximum of 45 the day starting from the temporary suspension of debt payment obligations is determined by the time and place provisions as stated in this decision;
12. Considering that the Panel of Judges must appoint supervisory judges and administrators.
13. Considering that the Panel of Judges appointed Marudut Simanjuntak, SH, MH, MBA and Muhammad Adli, SH as curators in the event of bankruptcy to manage and settle the bankruptcy assets;
14. Considering that according to the assessment of the Panel of Judges, the requested administrator does not have a conflict of interest with the applicants and PKPU respondents, is independent and is not currently handling more than 3 bankruptcy and PKPU cases so that the proposal for the appointment of the administrator can be granted;

15. Considering that the PKPU fees and fees for management services will be determined later based on the guidelines stipulated by the Minister of Law and Human Rights No. 11 of 2016 concerning guidelines for fees for services for curators and administrators;
16. Considering that the costs of processing the postponement of debt payment obligations and fees for management services are deferred after the process of postponing debt payment obligations ends;
17. Considering that court costs are deferred after the process of postponing debt payment obligations ends;
18. Pay attention to article 222 paragraphs 1 and 3, article 224 paragraphs 1 and 3, article 225 paragraphs 3 and 4 of Law no. 37 of 2004 concerning bankruptcy and postponement of debt payment obligations as well as other relevant provisions.

After the Panel of Judges has read out its considerations regarding legal efforts to postpone debt payment obligations, the Judge will judge as follows:

1. Grant the application for postponement of temporary debt payment obligations (PKPUS) from the applicants for a maximum of 45 days from the date this decision is read;
2. Appoint Ulina Marbun SH, MH Commercial Judge at the Medan District Court as Supervisory Judge;
3. Raising a sibling:
 - a. Marudut Simanjuntak, SH, MH, MBA as Curator and Administrator registered in the Department of Law and Human Rights No. AHU-2H.AH.04.03-2018 dated 05 June 2018 which chose the address at the Simanjuntak-Marudut & Partners Law Office on Jalan Mangkubumi No.4 Medan as administrator in postponing debt payment obligations and/or as Curator in the event of bankruptcy to manage and settle the bankruptcy estate;
 - b. Muhammad Ali, SH, Curator and Administrator registered at the Department of Law and Human Rights No. AHU-172H.AH.04.03-2019 dated 12 August 2019 which chose the address at the Simanjuntak-Marudut & Partners Law Office on Jalan Mangkubumi No.4 Medan as administrator.
4. Determine the management fees and service fees for the management to be determined later after the postponement of debt payment obligations ends.
5. Postpone the costs of the case requesting a postponement of the debt payment obligation after the postponement of the debt payment obligation ends.

From the case analysis above, the case of delay in debt payment obligations (PKPU) occurred at PT. Bintang Persada Satellite where the company is considered incapable and is no longer actively running its business, so that the company is unable to make payments for normative rights for PKPU I applicants up to PKPU XIV applicants, however PT. Bintang Persada Satelit is only able and able to pay the normative rights or debts of PKPU applicants in the total amount of IDR 378,741,107 (three hundred seventy eight million seven hundred forty one thousand one hundred seven rupiah). Due to the incompetence of the PKPU respondent, namely PT. Bintang Persada Satellite is unable to carry out its obligations, then the PKPU applicant can prove a simple situation, namely that the PKPU respondent's debt is overdue and can be collected based on the Decree of the Chief of the Supreme Court N0.109/KMA/SK/IV2020 which basically states that it is a condition that can proven simply because the debtor is proven to be able to have 2 or more creditors, does not pay off 1 debt that is due and can be collected, the debt is acknowledged, and the existence of the debt can be proven by the PKPU applicant.

4. CONCLUSION

Based on the results of the previous discussions, the following conclusions can be drawn. Settlement of industrial relations disputes between workers and PT. Bintang Persada Satellite stated that the Industrial Relations Court at the Medan District Court punished PT. Bintang Persada Satellite to pay workers' rights in the form of severance pay, long service award money, change of rights money and processing wages in the amount of Rp. 1,421,648,938,- (One Billion Four Hundred Twenty One Million Six Hundred Forty Eight Thousand Nine Hundred Thirty Eight Rupiah).

Since PT. Bintang Persada Satellite was unable to pay its workers' rights, the workers reported their problems to the Medan District Court, and therefore PT. Bintang Persada Satellite was declared bankrupt. During the trial at the Medan District Court, a panel of judges at the Medan District Court examined and convicted the plaintiff and defendant of PKPU. The applicant's request to postpone the temporary debt repayment obligations (PKPUS) shall be granted within a maximum of 45 days from the date of reading of this decision.

Determine the management fees and service fees for the management to be determined later after the postponement of debt payment obligations ends. Suspend the costs of cases requesting a postponement of debt payment obligations after the postponement of debt payment obligations ends.

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