



# **BANKRUPTCY PETITION BY EMPLOYEES AGAINST THE COMPANY RELATED TO THE FULFILLMENT OF SEVERANCE PAY RIGHTS DUE TO TERMINATION OF EMPLOYMENT**

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## **Abstract**

This study aims to analyze the legal aspects of granting cession rights to companies as a legal basis for collecting debtors. Cession, as a form of transfer of receivables according to Article 613 of the Civil Code (KUHPerdata), gives authority to new creditors (cessionaries) to replace the position of old creditors (cedent) in collecting receivables. However, in practice, the implementation of collection rights through the cession mechanism raises various legal issues, especially related to the validity of the cession agreement, notification to debtors, and legal protection for the parties. This study uses a normative legal method with a statutory approach and case studies. The results of the study indicate that granting cession rights to companies is legally valid if it meets the formal and material requirements as stipulated in the Civil Code, including the existence of an authentic or private deed and official notification to the debtor. In addition, the company as the cessionary is required to pay attention to the principles of prudence and transparency to avoid potential disputes. In conclusion, the transfer of collection rights through cession can be an effective legal instrument for companies, as long as it is carried out in accordance with applicable legal provisions and pays attention to the protection of debtor rights. method, using the Legislation approach method and the Case approach method.

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## **I. INTRODUCTION**

The rapid development of economic activities requires legal certainty in various financial transactions, especially those related to receivables and their collection mechanisms. Where, in fulfilling the banking credit needs stated in the Law. No. 4 of 1996 (hereinafter abbreviated as UUHT as a direct mandate of the Basic Agrarian Law No. 5 of 1960 (hereinafter abbreviated as UUPA only). This law is a form of replacement for mortgage institutions that have been regulated in the Civil Code (Slamet, 2017).

One of the legal instruments used in the practice of transfer of receivables is cession, which is a form of transfer of collection rights based on an agreement between the original creditor (cedent) and a third party (cessionary) who has an interest in the right. This transfer provides flexibility and a very significant impact on the guarantee of dependent rights known in the Indonesian legal system and explicitly regulated in Article 613 of the Civil Code (KUH Perdata).

In practice, the right of cessie is often used by financing companies, financial institutions, and other business entities as a legal means to transfer bills from the original creditor to the debtor. Through this mechanism, the company as the recipient of the cessie right obtains legal standing to collect receivables from debtors as well as the rights of previous creditors. However, the implementation of cessie in the business world does not always run smoothly. There are various legal issues, ranging from the non-fulfillment of the formal cessie requirements, the debtor's ignorance of the transfer of rights, to potential disputes between the parties regarding the validity of the transfer. So that the activities in financing received by the debtor are not hampered, it is known as the transfer of receivables which is carried out by granting cessie rights (Citra & Silaen, 2021; Haryadi & Taupiqqurrahman, 2022; Kusumaningtyas, 2016).

The granting of Cessie rights is a receivables transfer agreement used by the company or banking institution to transfer billing rights to other parties and/or third parties to guarantee credit facilities or funds provided. So that the funds provided by the company or institution have guarantees and vice versa the creditor is safe to provide its credit facilities. And when the debtor is unable to fulfill his obligation to pay installments, the guarantee or collateral can be transferred or sold by the company or institution in accordance with the terms and agreements that have been agreed. The proceeds of the sale can be used by companies or institutions to pay off debtors' debts (Diana Fitriana & Abdul Wahid, 2021, Sigit, 2018).

Furthermore, not all business actors and law enforcement officials have the same understanding of the essence and mechanism of granting cession rights. This creates legal uncertainty and legal risks that can harm one of the parties, both the assignee and the debtor. Therefore, a comprehensive juridical analysis is needed to examine the legality of granting cession rights to companies as well as the juridical implications of the practice of transferring the right of collection in the legal relationship between creditors, assignees, and debtors. This is based on as stipulated in Article 1338 of the Civil Code which reads that every agreement made legally shall be valid as a law for the party who made it.

This study aims to examine the juridical granting of cessie rights to companies in exercising the right to collect debtors, by highlighting positive legal provisions in Indonesia, the legal elements of cessie, and legal protection for the parties involved. With a normative approach based on literature studies and analysis of laws and regulations, it is hoped that the results of this research can contribute to the understanding and practice of civil law related to cessie, as well as provide recommendations for improving the governance of receivables transfer in the business world.

## II. RESEARCH METHODS

This research uses a normative juridical research method, which is a legal approach that examines applicable legal norms, both in laws and regulations, legal doctrines, and relevant court decisions, and several other legal experts also mention the term doctrinal research, which is a legal research conducted by examining literature materials or called secondary materials, such as research on legal principles, legal systematic, the level of legal synchronization (vertical and horizontal), legal comparison and legal history (Jonaedi Efendi et al., 2018). So that in normative law research, library materials are a very important basis as the main material. According to (Jonaedi Efendi et al., 2018) the normative legal research method is a scientific procedure to find the truth based on the logic of legal science from the normative side. And normative juridical research is suitable to be used to analyze the legal aspects of granting cessie rights to companies in the implementation of billing rights against debtors.

## III. RESULTS AND DISCUSSION

### The Concept and Legal Basis of Cessie Rights in Indonesian Civil Law

Cessie is a transfer of receivables carried out by the old creditor (cedent) to the new creditor (cessionaris) based on the agreement of the parties. The provisions regarding cessie are regulated in Article 613 of the Civil Code (KUHPerdota), which states that the transfer of receivables must be carried out in writing and notified or approved by the debtor.

In practice, cessies are often used by companies, especially financing companies, asset management companies, and other financial institutions, to obtain the right to collect receivables previously owned by the initial creditors. These transfers can take many forms, including the transfer of bad receivables or current accounts receivable as part of business activities.

### Terms and Validity of Cessie

Based on the provisions of the law, in order for a cessie to be declared valid and legally binding, several conditions must be met:

- There is a valid basic agreement between the cede and the assignee.
- Written documents (deed of transfer) as evidence of transfer of receivables.
- Notice to the debtor, or the debtor's consent (for cessies that require notification).
- The object of cessie must be a transferable receivable and do not have a non-transfer clause.

In practice, the form of a deed of transfer of receivables can be in the form of a notarial deed or a deed under hand, depending on the need for proof and agreement of the parties. In the context of the transfer of receivables or cessie rights, the party who will make the cessie (cessionaris) and the party

who submits the receivables (cessior) must prepare the necessary documents, including the cessie agreement, proofs of receivables, and other related documents. Document preparation is an important step in the cessie (transfer of receivables) process. The documents prepared by the party who will make the cessie (cessionary) and the party who submits the receivables (cessior) aim to ensure that the transaction runs smoothly and legally. The following are some documents that need to be prepared in preparation for cessie rights (Abram Sekar Perdana & Sri Mulyani, 2023; Gamar, 2021; Maulana et al., 2021). The main document in the Cessie process is the Cessie Agreement itself. This agreement contains an agreement between the cessior and the assignee regarding the transfer of receivables that occurs. It includes the value of the transferred receivables, the rights and obligations of both parties, the terms of the transaction, and other relevant details:

a. Evidence of Receivables:

The assignee needs evidence to show that there are receivables to be transferred. This evidence can be in the form of invoices, contracts, loan agreements, or other documents that can be verify the existence and value of the receivables.

b. Debt Confirmation:

This document can be in the form of a debt confirmation letter from the transferor stating the amount of receivables that must be paid by the related parties and the overall condition of the debt.

c. Related Party Information:

Information regarding the identities and full addresses of the transferee and assignee is an important part of this process. The data is included in the cessie agreement to identify both parties.

d. Other Supporting Documents:

In addition to the main documents, there may be other documents that need to be prepared depending on the applicable legal regulations in the jurisdiction in question. This document may include notices to relevant parties, approval from third parties, or other specific requirements in accordance with local regulations. In preparing the document, make sure that everything is complete, accurate, and meets the applicable legal requirements.

Meanwhile, the Cessior gave written approval for the transfer of receivables and their dependents to the assignee. The written consent of the transferee (the party who submits the receivables) is a critical step in the cessie process. This approval is a sign that the transferee has given permission or approval for the transfer of receivables and the dependent rights attached to them to the assignee (the party who obtains the receivables).

### **The Practice of Granting Cessie Rights to Companies**

The granting of cessie rights to the company is carried out with the aim that the company can legally carry out the collection of receivables to the debtor. This generally occurs in the context of:

- A leasing company that transfers receivables to an asset management company.
- Banks or financial institutions that sell their receivables portfolio to third parties.
- Strategic cooperation between creditor companies and collection agencies.

In practice, the company that receives the right of cessie then acts as a new creditor who has a legal status equivalent to the original creditor, so that it is fully authorized to make collections, take legal channels, and take other legal actions against the debtor.

However, it is not uncommon for problems to arise in the field, such as:

- The debtor refused to pay to the assignee because it was not officially notified.
- Incompatibility of the transfer documents.
- Transfer of receivables without a strong legal basis, thus giving rise to legal disputes.

### **Juridical Analysis of the Legal Protection of Debtors and Assignees**

From the debtor's side, the granting of cessie rights must pay attention to the debtor's rights, especially related to transparency and notification. In some cases, the debtor is unaware that his receivables have been transferred, which can lead to confusion or refusal to make payments.

Meanwhile, from the cessionary's side, legal protection can be obtained if the cessation process is carried out in accordance with applicable legal procedures. If there is negligence in the formal legal aspect, for example, no notification to the debtor or invalid cessie documents, the legal position of the assignee as a new creditor can be sued or not recognized.

The Supreme Court Decision Number 1791 K/Pdt/2016 emphasizes that the transfer of receivables through cessie without notice to the debtor is not binding on the debtor, and payments made by the debtor to the old creditor are still considered valid. This shows the importance of formality in the implementation of cessie.

### **Effectiveness of Cessie Rights as an Instrument for Collecting Receivables by the Company**

Juridically, the right of cessie is a legal and recognized legal instrument to transfer the right of collection. In a business context, this provides flexibility for companies to manage receivables risk, increase liquidity, and accelerate asset recovery.

However, the effectiveness of the exercise of the right of cessie depends heavily on:

- Compliance with legal procedures.
- Clarity of the legal relationship between the parties.
- Official notification to the debtor.

- Strong document support (such as transfer deeds and billing power of attorney).

With the fulfillment of these elements, the right of cessie can be an efficient and legitimate tool in the process of collecting receivables by the company.

### 1. Granting Cessie Rights in the Perspective of Indonesian Civil Law

The granting of the right of cessie as a mechanism for the transfer of receivables has been regulated in Article 613 of the Civil Code, which states that the transfer of receivables must be carried out by an authentic deed or under the hand and notified to the debtor or approved by him. This indicates that the transfer of receivables is not necessarily legally valid without notice to the debtor, unless the debtor expresses his consent directly.

In practice, the granting of cessie rights to the company is carried out so that the company can legally replace the position of the original creditor to collect debts from debtors. This is commonly done in the business world, especially in the financial sector such as banking, financing, or asset management. This also provides a solution to the burden of non-performing or uncollectible receivables that can disrupt the financial stability of a company.

However, it is important to emphasize that cessie can only be made for receivables that are not personal and not excluded in the previous agreement. This means that if there is a clause in the original agreement that prohibits the transfer of receivables, then the right of cessie becomes invalid and cannot be enforced against third parties, including the debtor.

### 2. The Company's Legal Position as the Recipient of the Cessie Rights

Juridically, after a legal cessie is made, the transferee company has a legal position equivalent to the original creditor (cedent). This means that any rights attached to the previous creditor, including the right to collect, the right to file a lawsuit, and the right to execute the guarantee (if any), can be exercised by the company.

However, some cases show the ineffectiveness of granting cessie rights in practice, such as:

- Debtors who are not informed about the transfer of receivables so that they continue to make payments to the old creditors.
- Inconsistency or lack of valid transfer documents.
- The debtor's rejection of a third party claiming to be the holder of the right to collect.

This condition shows that the transfer of billing rights through cessie not only requires an agreement between the parties, but also requires the fulfillment of aspects of legal formalities, including proof of notification and legality of documents.

### 3. Evidentiary Strength and Legal Risks in the Implementation of Cessie

In the legal relationship between the company as a assignee and a debtor, the aspect of proving the legality of the cessie is important. In the event of a dispute, the court will assess:

- Whether the deed of transfer has been legally made.

- Whether the debtor has been legally notified of the transfer.
- Whether the transferred receivables are eligible for transfer according to the law.

Legal risks for the company as an assignee will arise if:

- Cessie is carried out on receivables that are personal or non-transferable according to the initial agreement.
- The debtor sued for the transfer because he was not informed.
- There is insufficient written evidence to prove the company's legal position as a new creditor.

The Supreme Court Decision No. 1791 K/Pdt/2016 is a concrete example that the court can declare a cessie not binding on the debtor if the notification procedure is not legally implemented.

#### 4. Legal Protection for Debtors and Companies (Assignee)

Legal protection for debtors is regulated through the principles of transparency and the obligation to notice. The debtor has the right to know to whom he has to pay his debt. Without valid notice, the debtor can still make payments to the old creditors and cannot be burdened with double obligations towards the new creditors.

On the other hand, the company as a transferee is also entitled to legal protection as long as the transfer process is carried out in accordance with the law. Therefore, the company must ensure that the transfer documents are complete, the notification to the debtor is lawfully made (registered, written, or through a notary), and that the object of the receivables does not contain a prohibition on transfer.

#### 5. Relevance and Effectiveness of Cessie in the Business World

In the business world, cessie functions as a strategic commercial tool to strengthen business efficiency, risk management, and receivables portfolio management. With a cessie, the company can buy or take over receivables for the sake of investment or debt recovery.

However, the effectiveness of its implementation depends largely on:

- Compliance with applicable legal norms.
- Supervision of the implementation of notifications and approvals.
- Legal awareness on the part of the debtor and assignee.
- Consistency of law enforcement by law enforcement and judicial officials.

Therefore, cessie is not only a matter of private agreements, but must also be placed within a fair and transparent framework of public law.

## IV. CONCLUSION

Based on the results of the research and discussions that have been carried out, it can be concluded as follows:

1. The granting of cessie rights to companies in carrying out the right to collect against debtors is a legal mechanism that is valid and recognized in the Indonesian civil law system, especially as stipulated in Article 613 of the Civil Code. Cessie allows the transfer of receivables rights from the old creditor (cedent) to a third party (the assignee), in this case the company, who acts as the holder of the new right of claim. Thus, the company that receives the right of cessie has the legal right to collect the debt to the debtor as a legal creditor.

2. In order for the granting of the right of cessie to have binding legal force, the transfer must meet the formal conditions determined by law, namely:

- Must be made in the form of a written deed, either authentic or underhand;
- Must be accompanied by a formal notice to the debtor or obtain approval from the debtor;
- The object of cessie must be transferable receivables and not excluded in the original agreement.

3. The company's legal position as a recipient of the right of cessie is as a substitute creditor, who has the same rights and authority as the original creditor. However, in practice, legal obstacles are often found such as the absence of notification to the debtor, disputes regarding the validity of the transfer documents, or objections from the debtor because they do not know or do not agree to the cessie. This raises the potential for legal disputes that can harm both debtors and assignees.

4. In terms of legal protection, debtors have the right to know officially the transfer of their receivables so as not to suffer losses due to paying to unauthorized parties. On the other hand, the company as a transferee is also entitled to legal protection as long as the cessie process is carried out in accordance with the applicable legal provisions. Therefore, transparency and procedural compliance are very crucial in the implementation of cessies.

5. The effectiveness of cessie as a collection instrument by companies is highly dependent on the implementation of legal procedures in an orderly and legal manner, as well as the support of a consistent legal system in enforcing rules related to the transfer of receivables. Cessie can be a strategic solution in managing receivables risk and corporate financial efficiency if it is carried out with great care and compliance with legal principles.

### BIBLIOGRAPHY

- Abdulkadir, M. (2011). Hukum Perikatan. Bandung: Citra Aditya Bakti.
- Abram Shekar Perdana, & Sri Mulyani. (2023). Hak cipta sebagai objek jaminan fidusia dalam perjanjian kredit bank. Jurnal Akta Notaris. <https://doi.org/10.56444/aktanotaris.v2i1.890>
- Ali, Z. (2007). Metode Penelitian Hukum. Jakarta: Sinar Grafika.
- Citra, A., & Silaen, C. (2021). Analisis Yuridis Hak Cipta Yang Dijadikan Jaminan Fidusia Berdasarkan Undang-Undang Hak Cipta Di Bank Btpn [Juridical Analysis Of Copyrights Used As Fiduciary Guarantees Based On Copyright Laws At Bank Btpn]. Notary Journal. <https://doi.org/10.19166/nj.v1i1.3273>
- Diana Fitriana, & Abdul Wahid. (2021). Upaya Hukum Cessionaris Terhadap Hak Tagih Atas Jaminan Hak Tanggungan Berdasarkan Pengalihan Hutang (Cessie). Jurnal Hukum Sasana, 7(2), 243–262. <https://doi.org/10.31599/sasana.v7i2.808>
- Harahap, M. Y. (2005). Segi-Segi Hukum Perjanjian. Jakarta: Alumni.
- Hartono, S. (2003). Politik Hukum Menuju Satu Sistem Hukum Nasional. Bandung: Alumni.
- Jonaedi Efendi, S. H. I., Johnny Ibrahim, S. H., & Se, M. M. (2018). Metode penelitian hukum: normatif dan empiris. Prenada Media.
- Mahmud Marzuk, P. (2011). Penelitian Hukum. Kencana, Jakarta
- Rachmadi Usman. (2014). Aspek-Aspek Hukum Perbankan di Indonesia. Jakarta: Kencana Prenadamedia Group.
- Salim, H. S. (2004). Perkembangan Teori dalam Ilmu Hukum. Jakarta: RajaGrafindo Persada.
- Setiawan. (1991). Pokok-Pokok Hukum Perikatan. Bandung: Binacipta.
- Slamet, A. A. N. (2017). Aspek Hukum Pelelangan Benda Jaminan Menurut UU No. 4 Tahun 1996 tentang Hak Tanggungan. Lex Crimen.
- Subekti. (2008). Hukum Perjanjian. Jakarta: Intermasa.
- Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia.
- Kitab Undang-Undang Hukum Perdata (KUHPerdata), khususnya Pasal 613.
- Putusan Mahkamah Agung Republik Indonesia Nomor 1791 K/Pdt/2016.
- Wignyosoebroto, S. (2002). Pergulatan Paradigma: Diskursus dan Pemikiran Hukum di Indonesia. Jakarta: Elsam.