

**KEWENANGAN KURATOR DALAM PERKARA GUGATAN PIHAK
KETIGA ATAS OBJEK SEWA YANG DIJADIKAN BOEDEL PAILIT
(STUDI KASUS PUTUSAN MAHKAMAH AGUNG NO. 78
PK/PDT.SUS/2015)**

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Abstrak

Penelitian ini dilakukan untuk mengetahui terkait dengan adanya gugatan pihak ketiga (PT. TGR) kepada Tim Kurator PT. PWS atas tindakannya yang memutuskan perjanjian timbal balik antara PT. PWS (Debitor Pailit) dan PT. TGR. Pada Tingkat Pertama di Pengadilan Niaga pada Pengadilan Negeri Jakarta Pusat gugatan yang diajukan PT. TGR ditolak oleh Majelis Hakim, kemudian PT. TGR mengajukan upaya hukum kasasi di Mahkamah Agung, terhadap upaya hukum kasasi tersebut, permohonan kasasi PT. TGR dikabulkan oleh Majelis Hakim pada Tingkat Kasasi, kemudian Tim Kurator PT. PWS mengajukan upaya hukum Peninjauan Kembali, Permohonan Peninjauan Kembali tersebut dikabulkan oleh Majelis Hakim Peninjauan Kembali. Dalam penulisan ini penulis mengambil 2 (dua) pokok permasalahan (1). Bagaimana Kewenangan Kurator Dalam Perkara Gugatan Pihak Ketiga Atas Objek Sewa Yang Dijadikan Boedel Pailit? (2). Mengapa Pertimbangan Majelis Hakim Memberikan Kewenangan Terhadap Kurator Dalam Mengakhiri Perjanjian Sewa Berdasarkan Putusan Mahkamah Agung Nomor 78 PK/Pdt.Sus/2015)?. Metode Penelitian yang digunakan adalah penelitian yuridis normatif dengan jenis data sekunder. Kesimpulan: bahwa tugas dan kewenangan kurator yaitu melakukan pengurusan dan/atau pemberesan harta pailit sesuai dengan Pasal 69 ayat (1), sehingga setelah dinyatakan pailit, debitor demi hukum kehilangan hak untuk menguasai dan mengurus kekayaannya yang termasuk dalam harta pailit/boedel pailit sebagaimana diatur dalam Pasal 24 ayat (1). Atas dasar itu Tim Kurator PT. PWS berhak melakukan pengakhiran perjanjian sewa menyewa yang belum berakhir antara debitor pailit (PT. PWS) dengan PT. TGR sesuai dengan Pasal 36 ayat (3). Pertimbangan Majelis Hakim Peninjauan Kembali Nomor 78 PK/Pdt.Sus/2015 yang menyatakan bahwa kepailitan ialah sita umum terhadap harta kekayaan debitor yang pengurusan dan pemberesannya dilakukan oleh kurator. sehingga tindakan Tim Kurator PT. PWS yang melakukan pengakhiran perjanjian sewa menyewa antara debitor pailit (PT. PWS) dengan PT. TGR berdasarkan Pasal 36 ayat (3) telah sesuai dengan UUK dan PKPU, dan Pasal 36 ayat (3) juga memberikan perlindungan hukum kepada pihak ketiga dalam hal ini PT. TGR dengan diperlakukannya PT. TGR sebagai Kreditor Konkuren. Atas dasar tindakan Tim Kurator PT. PWS tersebut telah sesuai dengan prinsip dan tujuan dalam UUK dan PKPU.

Kata Kunci : Kepailitan, Tugas dan Kewenangan Kurator, Gugatan Pihak Ketiga, Perjanjian Timbal Balik, Harta Pailit

**THE AUTHORITY OF THE CURATOR IN THE LAWSUIT TO
ANY THIRD PARTY FOR THE LEASE OBJECT THAT IS USED
AS A BOEDEL INSOLVENT (A CASE STUDY OF A SUPREME
COURT RULING NO. 78 PK/PDT.SUS/2015)**

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Abstract

This study was conducted to determine the associated with the suit of a third party (PT. TGR) to the Curator Team of PT. PWS for his actions that break the reciprocal agreement between PT. PWS (the Debtor Insolvent) and PT. TGR. On the First Level in the Commercial Court at the Central Jakarta district Court a lawsuit filed by PT. TGR rejected by the Judges, then PT. TGR filed a legal appeal in the Supreme Court, against the attempts of the law of cassation, the cassation PT. TGR granted by the panel of Judges at the Level of Cassation, then the Curator Team of PT. PWS file legal reconsideration, the Petition for Review is granted by the Assembly of Judges for reconsideration. In this writing the author take 2 (two) main issues (1). How The Authority Of The Curator In The Lawsuit To Any Third Party For The Lease Object That Is Used As A Boedel Insolvent? (2). Why is the Consideration of the Judges Give the Authority To the Curator In the End the Lease Agreement Based on the Decision of the Supreme Court No. 78 PK/Pdt.Sus/2015)?. The Research method used is normative juridical research with the type of secondary data. Conclusion: that the duties and authority of the curator that is doing the maintenance and/or settlement of the bankruptcy estate in accordance with Article 69 paragraph (1), so that once declared bankrupt, the debtor would by law lose the right to rule and take care of his fortune which is included in the bankruptcy estate/boedel insolvent as set out in Article 24 paragraph (1). On the basis of the Curator Team of PT. PWS reserves the right to conduct termination of the lease agreement which has not yet ended between the debtor insolvent (PT. PWS) with PT. TGR in accordance with Article 36 paragraph (3). The consideration of the Judges of the reconsideration Number 78 PK/Pdt.Sus/2015, which states that bankruptcy is the sita common against property of the debtor that the management and pemberesannya done by the curator. so the actions of the Curator Team of PT. PWS that do the termination of the lease agreement between the debtor insolvent (PT. PWS) with PT. TGR based on Article 36 paragraph (3) compliance with UUK and PKPU, and Article 36 paragraph (3) also provide legal protection to third parties, in this case PT. TGR with the execution of the PT. TGR as Creditors Concurrent. On the basis of the actions of the Curator Team of PT. PWS has been in accordance with the principles and objectives in the UUK and PKPU.

Keywords : *Bankruptcy, the Duties and Authority of the Curator, the Lawsuit the Third Party, a Reciprocal Agreement, the Bankruptcy estate*