

The Legal Consequences of Cessie Agreements for Cessus Defaults in Ruling Number 782/Pdt.G/2023/PN Jkt.Pst

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Abstract

Cessie (transfer of Rights), which is considered valid under the law, causes legal consequences for those who hold it. For that cessie in her legal Act stipulated in an agreement. The PT. Wahana Infonusa does not make payments on bills that have been due to PT. Adhimix RMC Indonesia, then the party committed an act of default. On the basis of these events, the PT. Adhimix RMC Indonesia sued PT. Wahana Infonusa to the Central Jakarta District Court. This study uses the normative juridical method, namely the study of documents, both the study of regulations, including the study of norms and principles that exist in a rule. The conclusion of the results of this study is that in The Decision No. 782 / Pdt.G/2023 / PN Jkt.Pst, The panel of judges considered that the transfer of receivables agreement (Cessie) number API-HO/O/DIR-EKS/12-2018/0218.CESSIE dated December 17, 2018 is considered valid and binding for the parties, causing legal consequences because the agreement is obligatoir, then PT. Wahana Infonusa was punished by being obliged to pay debts and material losses incurred.

Keywords: *Cessie, Legal Consequences, Agreement, Default*

1. Introduction

In increasingly complex and diverse business activities, one of the important instruments in business activities is an agreement or contract. In these diverse contexts, a cessie deed is a type of agreement that is often used, especially in financial and banking transactions. Cessie according to the law is valid and commonly carried out by parties who carry out the act of handing over bills in their name, which handover is done by making a deed. Article 613 of the Civil Code states that "Delivery of claims in the name of and other items without a body, is carried out by making an authentic or private deed which transfers the rights over the items to another person."¹ This handover has no consequences for the debtor until the handover is notified to him or approved in writing or acknowledged. Delivery of debt securities on behalf of the person is carried out by giving them; Delivery of a debt letter upon order is carried out by giving it together with the endorsement of the letter.

In the context of Indonesian civil law, a cessie (transfer of rights) which is considered valid according to law gives rise to legal consequences for those who carry it out. For this reason, Cassie's legal actions are regulated by an agreement. A cessie deed is an agreement that regulates the transfer of claim rights from

¹ Pasal 613 [Kitab Undang-Undang Hukum Perdata](#)

one party (cessie grantor) to another party (cessie). There are three parties involved: the original creditor (who owns the receivables), the debtor (who must pay the receivables), and the cessie recipient (the party who receives the right to collect from the original creditor). This generally occurs in the context of transferring receivables from creditors to other parties. However, this legal action does not always run smoothly, one of which is that there are parties who break their promises/default on the agreements that have been agreed upon. In the case that occurred in Decision Number 782/Pdt.G/2023/PN Jkt.Pst there was a party who was in default and the judge decided that the cessie deed was valid according to the law and the clauses in it had to be complied with. In this case, there has been an agreement to purchase Readymix Concrete between PT. Adhimix Precast Indonesia and Director of PT. Wahana Infonusa in the Sale and Purchase of Liquid Concrete for the South Tangerang Road Widening (WI) Project. However, it turns out that all procurement and delivery of readymix concrete has been paid/paid in installments by PT. Wahana Infonusa only has a few invoices, so there are still bills left from PT. Adhimix Precast Indonesia to PT. Wahana Infonusa which has matured. Then these bills have been transferred or concessioned to PT. Adhimix RMC Indonesia as stated in the Receivables Transfer Agreement (Cessie) Number API-HO/O/DIR-EKS/12-2018/0218.CESSIE dated 17 December 2018. In this agreement, it has been approved by the parties including PT. Wahana Infonusa, then based on the agreement, the right to collect falls to PT. Adhimix RMC Indonesia and not to PT. Adhimix Precast Indonesia.

PT. Wahana Infonusa did not make payments on its overdue bills to PT. Adhimix RMC Indonesia, then the party has committed an act of breach of contract. Based on this incident, PT. Adhimix RMC Indonesia sued PT. Infonusa's ride to the Central Jakarta District Court. How important is a cessie as a legal act that requires an agreement to be drawn up, the parties in it must comply with the contents of the agreement and if the creditor fails to collect the debtor, of course there are legal consequences, so that if problems arise in the future, a legal settlement is needed. Therefore, an in-depth study is needed in this case regarding the legal consequences of the transfer of debt collection rights (cessie) for the parties who agree to it.

Based on the description above, the problem that can be studied is what are the legal consequences of the cessie agreement for the debtor (cessus) in Decision Number 782/Pdt.G/2023/PN Jkt.Pst?

Methodology

In writing this article, the author chose to use the Normative Juridical Method. The Normative Juridical Method is a study of documents, including a study of regulations, including a study of the norms and principles contained in a regulation. This research uses secondary data, where in the definition of secondary data itself is data obtained from literature studies or what is also known as primary data but rather data obtained from books, journals, research results, and statutory regulations and court decisions.

Results and Discussion

In this case, PT. Adhimix Precast Indonesia initially entered into an agreement for the sale and purchase of Liquid Concrete for the South Tangerang Road Widening (WI) Project, and the existence of the Sale and Purchase Agreement is valid and binding between the parties in accordance with Article 1320 of the Civil Code which requires an agreement as a condition for the validity of an agreement, However, it should be noted that there are exceptions to the principle of consensualism, namely in real agreements and formal

agreements which require submission or fulfill certain forms required by law.² PT. Adhimix Precast Indonesia has completed all its obligations, but it turns out that PT. Wahana Infonusa has not been able to pay the remaining bill from PT. Adhimix Precast Indonesia which has matured according to the agreement. Furthermore, PT. Adhimix Precast Indonesia took steps to transfer debt collection rights (cessie) to its parent company, namely PT. Adhimix RMC Indonesia to collect debts from PT. Wahana Infonusa for the remaining payments from the purchase of Readymix Concrete, which then made a Receivables Transfer Agreement (Cessie) Number API-HO/O/DIR-EKS/12-2018/0218.CESSIE dated December 17 2018. In this case, PT. Adhimix RMC Indonesia has the right to collect debt from PT. Wahana Infonusa.

This cessie is often used in cases of transfer of claim rights (cession) or transfer of receivables from a creditor to another party who becomes the new creditor. Agustina explains in her research journal, that regarding the position of the cessie rights holder or in this case the new creditor (cessionaris) who has moved from the old creditor, has the position to replace the old creditor in terms of collecting all the debts of the debtor (cessus) if the debtor breaks his contract without canceling everything. obligations from the debt, and the holder of the cessie rights has the power to collect by proving the existence of a cessie deed which has been agreed upon by the old creditor.³ If a problem arises in the debt and receivables where the debtor breaks his promise or defaults, the creditor can transfer the claim in his name to a new creditor. However, the creditor must notify the debtor that the cessie will be implemented as the main condition for the validity of the cessie.⁴ *Cessie* is a term to refer to the act of handing over a bill on behalf of, as regulated by Article 613 of the Civil Code which reads⁵

“The transfer of receivables in the name of and other items without a body is carried out by making an authentic or private deed which transfers the rights over the items to another person. This handover has no consequences for the debtor until the handover is notified to him or approved in writing or acknowledged. Delivery of debt securities on behalf of the person is carried out by giving them; Delivery of a debt letter upon order is carried out by giving it together with the endorsement of the letter”.

According to Nancy, handing over receivables in the name regulated in Article 613 of the Civil Code is a juridical laving or legal act of transferring property rights. This is necessary because in the Civil Code system, the sale and purchase agreement for receivables is only consensual obligator, meaning that it only lays down the rights and obligations for the seller and buyer, but has not transferred ownership.⁶ According to Prof. Subekti in J. Satrio, *Cessie* is the transfer of credit rights, which is actually the replacement of an old debtor, who in this case is called a cedent, with a new creditor, who in this relationship is called a cessionary. The transfer must be carried out by means of an authentic deed or private deed, so it cannot be done verbally or by handing over receivables alone. In order for the transfer to take effect against the debtor, the cessie deed must be officially notified to him. The right to receivable is deemed to have been transferred at the time the cessie deed was made, so not when the deed was notified to the debtor.⁷ To

² Herlien Budiono, *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*, (Bandung: Citra Aditya Bakti, 2010) hal. 29

³ Agustina Verawati, *“Perlindungan Hukum Terhadap Tagihan Piutang Cessie Dalam Perkara Penundaan Kewajiban Pembayaran Utang Dan Kepailitan”*, Jurnal Ilmu Sosial dan Pendidikan, Vol. 5. No. 2 Maret 2021

⁴ Setiawan, Rachmad dan J. Satrio. *“Penjelasan Hukum Tentang Cessie”*. (Jakarta: Gramedia, 2010) hal. 46.

⁵ Pasal 613 KUH Perdata

⁶ Nancy Roseline Manurung, *“Penerapan Penyelesaian Kredit Macet Melalui Proses Pengalihan Piutang (Cessie) Di PT Bank Tabungan Negara Pekanbaru”*, JOM Fakultas Hukum Volume VI No. 2 Juli – Desember 2019

⁷ Rachmad Setiawan, J. Satrio, *“Penjelasan Hukum Tentang Cessie”*, (Jakarta: Nasional Legal Reform Program, 2010), hal. 42

review so that the legal action is considered valid and meets the elements, there are several conditions for the validity of a cessie, namely:⁸

- a. A *cessie* must be made in writing through an authentic deed or a private deed, because a *cessie* must be made with a *cessie* deed in accordance with Article 613 of the Civil Code.
- b. The *cessie* deed must be notified to the debtor. The aim is for the debtor to know his new creditor and make it easier for the new creditor himself to collect the debt.
- c. The old creditor who transfers all claims to the new creditor must hand over all the mortgaged items they own to the new creditor and the mortgage must be registered in the name of the new creditor with the land agency. This procedure only applies to the transfer of receivables into the name.

The transfer of ownership of the bill in the name of the handover has transferred ownership from the old creditor to the new creditor. In order for the agreement to transfer receivables to have legal consequences for the debtor, the transfer of receivables must be notified to the debtor or in writing approved or acknowledged by the debtor concerned. In the law of agreements or contracts, Salim H.S is of the opinion that contract law is the integrity of the legal provisions that regulate the legal relationship between two or more parties based on the terms agreed in the agreement which give rise to legal consequences.⁹ With a *cessie*, the most important legal consequences are as follows:¹⁰

1. Receivables pass from cedent to cessionaries,
2. After a *cessie* occurs, the position of cessionary replaces the position of cedent.

Due to the occurrence of the receivables transfer agreement (*cessie*), a debt and receivables legal relationship arises between PT. Adhimix RMC Indonesia with PT. Wahana Infonusa. Thus, the Receivables Transfer Agreement (*Cessie*) is legally binding on both parties. The problem arose due to a lawsuit from PT. Adhimix RMC Indonesia to PT. Wahana Infonusa because it does not have the good faith to pay the balance of the bill which is due. Based on the provisions of Article 1243 of the Civil Code, it states "Compensation for costs, losses and interest due to non-fulfillment of an obligation begins to be obligatory, if the debtor, even though he has been declared in default, still fails to fulfill the obligation, or if something that must be given or done is only can be given or carried out within a time that exceeds the specified time". PT. Wahana Infonusa as the defendant was in breach of contract (default) because it did not fulfill or neglected to carry out its obligations as stipulated in the *cessie* agreement. The panel of judges also gave their legal considerations, that there are two conditions when a person or business entity is considered to be in default, namely:¹¹

1. In the event that a condition has been stipulated for a time in the agreement, but after the due date has passed, it turns out that the debtor has not yet carried out his obligations;
2. In the case of a condition that does not specify a certain time, where the creditor has notified the debtor to carry out his obligations or achievements, but it turns out that the debtor still does not carry out his obligations to the creditor.

The consideration of the Panel of Judges is based on Article 1238 of the Civil Code which regulates "The debtor is declared negligent by means of an order, or by means of a similar deed, or based on the strength of the agreement itself, namely if this agreement results in the debtor being deemed to be in default after the specified time has passed." ". In a *cessie* case like this, the Receivables Transfer Agreement (*Cessie*)

⁸ Suharkono, "Doktrin Subrogasi, Novasi dan Cessie", Cet. Ke-1, (Jakarta: Kencana Prenada Media, 2005), hal. 13

⁹ Salim, H.S, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, (Jakarta: Sinar Grafika, 2019), hal. 4

¹⁰ *Opcit.* Hal. 56

¹¹ Halaman 16 Salinan Putusan Nomor 782/Pdt.G/2023/PN Jkt.Pst

made and approved by the parties is considered valid and valuable according to the Panel of Judges, because it fulfills the legal elements and requirements of a cessie as a legal act that has legal consequences in it. As a legal consequence, the Panel of Judges sentenced PT. Wahana Infonusa to pay in cash and at the same time the losses suffered by PT. Adhimix RMC Indonesia until the filing of the lawsuit constitutes the remaining payment obligation of IDR 571,164,996.00 (five hundred seventy-one million one hundred sixty-four thousand nine hundred and ninety-six rupiah). So the author is of the opinion that based on the decision of the Panel of Judges, it reaffirms that the Receivables Transfer Agreement (cessie) has full legal consequences and has consequences as a follow-up to a legal event, requiring someone to hand over something because this legal relationship is obligatory. Referring to Agustina's opinion that the event that is the basis for the handover is called a civil event or *rechtstitel* is an event that gives rise to an agreement between two parties, where one is a creditor and the other party is a debtor.¹² So in this case there is no longer any reason PT. Wahana Infonusa as the defendant does not comply with the contents of the Agreement and requires it to pay the entire remaining bill to PT. Adhimix RMC Indonesia as a form of punishment for being negligent (default).

Conclusions

Based on the results of the research above, it can be concluded that the Receivables Transfer Agreement (cessie) involving PT Adhimix Precast Indonesia as the old creditor, PT. Adhimix RMC Indonesia as a new creditor and is known to have also been approved by PT. Wahana Infonusa as the debtor's party, the judge's legal considerations in Decision Number 782/Pdt.G/2023/PN Jkt.Pst state that the judge takes considerations based on formal reasons to strengthen opinions and judgments based on legal facts and legal force. In this decision, the Panel of Judges stated that the Receivables Transfer Agreement (Cessie) Number API- HO/O/DIR-EKS/12-2018/0218.CESSIE dated 17 December 2018 was considered valid and valuable along with other notification letters. As a legal consequence because PT. Wahana Infonusa was negligent (default) so it was punished by making payments in cash and at the same time losses suffered by PT. Adhimix RMC Indonesia in the form of remaining payment obligations. This is based on the Receivables Transfer Agreement (cessie) having full legal consequences and having consequences as a follow-up to a legal event, obliging someone to hand over something because this legal relationship is obligatory in nature which gives rise to rights and obligations between the parties.

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References

1. Agustina Verawati, “*Perlindungan Hukum Terhadap Tagihan Piutang Cessie Dalam Perkara Penundaan Kewajiban Pembayaran Utang Dan Kepailitan*”, Jurnal Ilmu Sosial dan Pendidikan, Vol. 5. No. 2 Maret 2021
2. Diana Fitriana¹, Abdul Wahid, Urip Giyono, “*Upaya Hukum Cessionaris Terhadap Hak Tagih Atas Jaminan Hak Tanggungan Berdasarkan Pengalihan Hutang (Cessie)*”, Lex Journalica Volume 18 Nomor 3, Desember 2021

¹² Agustina Verawati, *Op.Cit*

3. Feronika Y. Yangin “*Analisis Hukum Pengalihan Piutang (Cessie) Kepada Pihak Ketiga Menurut Pasal 613 KUH Perdata*”, Jurnal Hukum, Vol. IV No. 5 (2016)
4. Gita Permata Aulia dan Endang Sri Kawuryan, “*Perlindungan Hukum Terhadap Pembeli Cessie Dalam Melakukan Balik Nama Sertipikat Hak Atas Tanah Dan Bangunan*”, Jurnal Transparansi Hukum, Volume 1, Nomor 1, Januari 2018
5. Gladys Fiona Tantiani, Roswita Sitompul, O.K. Isnainul, “*Problematika Pengalihan Piutang Bank Secara Cessie Terhadap Debitur (Studi Kasus Putusan Nomor 142/PDT.G/2022/PN MDN)*”, Sibatik Journal, Volume 2 No. 9 (2023)
6. Herlien Budiono, *Ajaran Umum Hukum Perjanjian dan Penerapannya di Bidang Kenotariatan*, (Bandung: Citra Aditya Bakti, 2010)
7. Hertanto, Dicky, Winanto Wiryomartani, and Daly Erni. “*Perlindungan Hukum Terhadap Kreditur Atas Pelaksanaan Pengalihan Piutang Secara Cessie Dan Akibatnya Terhadap Jaminan Hak Tanggungan Studi Putusan Pengadilan Tinggi Jawa Barat Nomor 126/PDT/2018/PT BDG.*” Indonesian Notary, 2018, 163–86.
8. Ilham Muzaki dan Aris Machmud, “*Prosedur Pengalihan Cessie Dalam Perspektif Hukum (Akibat Hukum Terhadap Jaminan Hak Tanggungan dan Perlindungan Debitur)*”, Binamulia Hukum Volume 12, Nomor 1, Juli 2023 (143-159) DOI: 10.37893/jbh.v12i1.503
9. M. Azis Ridwansyah, “*Akibat Hukum Perjanjian Cessie Yang Memuat Perjanjian Pengikatan Jual Beli Untuk Dijadikan Jaminan Dalam Perjanjian Kredit (Studi Kasus: Putusan Pengadilan Negeri Tangerang Nomor 778/PDT.G/2017/PN.TNG)*”, Indonesian Notary Vol. 4 No. 2 (2022)
10. Nancy Roseline Manurung, “*Penerapan Penyelesaian Kredit Macet Melalui Proses Pengalihan Piutang (Cessie) Di PT Bank Tabungan Negara Pekanbaru*”, JOM Fakultas Hukum Volume VI No. 2 Juli – Desember 2019
11. Rachmad Setiawan, J. Satrio, “*Penjelasan Hukum Tentang Cessie*”, (Jakarta: Nasional Legal Reform Program, 2010)
12. Salim, H.S, *Hukum Kontrak Teori dan Teknik Penyusunan Kontrak*, (Jakarta: Sinar Grafika, 2019)
13. Salinan Putusan Nomor 782/Pdt.G/2023/PN Jkt.Pst
14. Setiawan, Rachmad dan J. Satrio. “*Penjelasan Hukum Tentang Cessie*”. (Jakarta: Gramedia, 2010)
15. Subekti, R. *Aneka Perjanjian*. Bandung: Citra Aditya Bakti, 2014.
16. Subekti, R., dan R. Tjitrosudibio, ed. *Kitab Undang-Undang Hukum Perdata: Burgerlijk Wetboek Dengan Tambahan Undang-Undang Pokok Agraria dan Undang-Undang Perkawinan*. Cetakan 43. Jakarta: Balai Pustaka, 2017
17. Suharkono, “*Doktrin Subrogasi, Novasi dan Cessie*”, Cet. Ke-1, (Jakarta: Kencana Prenada Media, 2005)
18. Suharnoko, “*Hukum Perjanjian (Teori dan Analisis Kasus)*”, (Jakarta: Kencana, 2014)
19. Widya Padmasari. “*Perlindungan Hukum Bagi Para Pihak Dalam Pengalihan Piutang (Cessie) Melalui Akta Notaris*”. Jurnal Hukum dan Kenotariatan Volume 2 Nomor 2, Agustus 2018.
20. Yogi Rahmadinata, “*Pengalihan Piutang Secara Cessie Sebagai Alternatif Penyelesaian Kredit dan Akibat Hukumnya Terhadap Jaminan Hutang Debitur*”, Recital Review, Vol. 4 No. 1 Tahun 2022.