
**IMPLICATIONS OF BANKRUPTCY OF MARRIED DEBTORS ON
AUTHORITY AND ASSET STATUS
IN MARRIAGE****Diana Rahmawati¹, Zakiyah²**Staf Pengajar Fakultas Hukum Universitas Lambung Mangkurat^{1,2}
diana_rahmawati@ulm.ac.id¹, zakiyah@ulm.ac.id²

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2022**Latar Belakang:** kepailitan debitur perorangan akan menjadi permasalahan yang menarik jika debitur perseorangan tersebut terikat dalam perkawinan yang sah. Tentunya akan membawa akibat hukum tertentu baik terhadap suami atau isteri dari debitur yang pailit**Tujuan:** Tujuan dari penelitian ini adalah untuk mengetahui akibat hukum kepailitan terhadap kewenangan debitur yang terikat perkawinan serta pasangannya dan akibat hukum terhadap harta kekayaan yang ada dalam perkawinan.**Metode:** Metode Penelitian yang digunakan metode penelitian hukum normatif, bersifat preskriptif analitis yang digunakan dalam penelitian ini adalah analisis kualitatif guna menjawab permasalahan yang dikaji.**Hasil:** Hasil Penelitian menunjukkan pertama bahwa, Akibat kepailitan dapat berakibat terhadap kewenangan pasangan debitur, jika suami atau isteri debitur yang dinyatakan pailit tidak ada membuat perjanjian perkawinan pemisahan harta, maka untuk mewakilinya ditunjuk seorang Kurator. Kedua : akibat hukum Kepailitan terhadap harta kekayaan dipengaruhi dari ada atau tidak adanya perjanjian kawin dan tujuan penggunaan utang, apakah untuk kepentingan pribadi debitur atau kepentingan bersama akan menentukan status harta yang ada dalam perkawinan sebagai harta pailit, yang akan digunakan untuk membayar utang-utang debitur pailit terhadap para krediturnya.

Kesimpulan: Jika tidak adanya perjanjian kawin

suami atau isteri debitur yang dinyatakan pailit juga menjadi tidak berwenang mengurus dan mengalihkan harta dalam perkawinan dan akibat kepailitan menurut KUHPerdara meliputi seluruh harta dalam perkawinan, Kemudian menurut Undang-Undang Perkawinan maka harta palit meliputi harta Bersama dan harta bawaan dan harta perolehan debitur saja tidak termasuk harta bawaan dan harta perolehan.

Kata kunci: Debitur; pasangannya (suami/Isteri); harta perkawinan ; Kepailitan

Abstract (English)

Background: Individual debtor bankruptcy will be an interesting problem if the individual debtor is bound in a legal marriage. Of course, there will be certain legal consequences for the husband or wife of the bankrupt debtor

Objective: The purpose of this study is to determine the legal consequences of bankruptcy on the authority of debtors who are bound by marriage and their partners and the legal consequences of assets in marriage.

Methods: The research method used is a normative legal research method, which is prescriptive in nature. The analytical method used in this study is a qualitative analysis in order to answer the problems studied.

Results: The results of the study show that firstly, the consequences of bankruptcy can affect the authority of the debtor couple, if the husband or wife of the debtor who is declared bankrupt does not make a marriage agreement for the separation of assets, then to represent him a Curator is appointed. Second: the legal consequences of bankruptcy on assets are influenced by the presence or absence of a marriage agreement and the purpose of the use of debt, whether for the personal interest of the debtor or the common interest will determine the status of the assets in the marriage as bankrupt assets, which will be used to pay the debtors' debts. bankruptcy against its creditors.

Conclusion: *If there is no marriage agreement, the husband or wife of the debtor who is declared bankrupt also becomes not authorized to manage and transfer assets in marriage and the consequences of bankruptcy according to the Civil Code include all assets in the marriage. Acquired assets of the debtor alone do not include inherited and acquired assets.*

Keywords: *Debtor; spouse (husband/wife); marital property; Bankruptcy*

**Correspondent Author : Diana Rahmawati
Email : diana_rahmawati@ulm.ac.id*



BACKGROUND

Bankruptcy institutions are a means of settling debts between debtors and creditors if the debtor has difficulty or is unable to pay his debts. Everyone is basically responsible for the engagement or debt he has made. Bankruptcy is usually associated with debt problems between a person who owes a debt called a debtor and a party who provides funds called a creditor, between debtors and creditors there is a debt agreement or loan agreement. As a result of the loan agreement, an agreement was born between the parties. With the engagement, each party has rights and obligations. One of the obligations of the debtor is to return the debt as an achievement that must be done. If the obligation to repay the debt goes smoothly in accordance with the agreement, it is certainly not a problem. Problems will arise if the debtor stops paying his debt. Even though in the Bankruptcy Law the definition of debt does not only come from a money-lending agreement, because the bankruptcy law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, hereinafter referred to as UUK-PKPU, adheres to the definition of debt in a broad sense. Based on Article 1131 and Article 1132 of the Civil Code, hereinafter referred to as the Civil Code, the Debtor is responsible for his debts. This responsibility is guaranteed by existing and future assets, both movable and immovable assets. This provision is based on the principle of liability for debt. Therefore, the person concerned must be aware that if his obligation to pay the debt is not carried out according to the agreed time, then all his objects will be confiscated, through the bankruptcy process (Sastrawidjaja, 2006).

Bankruptcy can occur in legal subjects, both individuals and legal entities as debtors. The statement of the Commercial Court is a prelude to declaring a debtor bankrupt, either at the request of the debtor alone or at the request of his

creditor (alone or jointly). This shows that the petition for a declaration of bankruptcy is not affected by the existence of a legal relationship between creditors and debtors or the legal relationship between one debtor and another. A declaration of bankruptcy can affect any party, both individual debtors and legal entities as long as they fulfill the provisions in Article 2 paragraph (1) of the UUK-PKPU.(Adriyanti, Wisnaeni, & Cahyaningtyas, n.d.). According to the UUK-PKPU, an application for bankruptcy can be filed against individual or corporate debtors (Widjaja & Yani, 2000).

Regarding the bankruptcy of individual debtors, it will be an interesting problem if the individual debtors are bound in a legal marriage. Of course, there will be certain legal consequences both to the husband or wife of the bankrupt debtor and to the assets in the marriage. Because in a marriage according to Law Number 1 of 1974 concerning Marriage, hereinafter referred to as the UUP, there are various kinds of assets with different legal statuses, while the UUP-PKPU does not clearly regulate what the legal consequences are on the authority of the husband or wife and the status of debts and assets of the debtor. declared bankrupt. Based on this, the author will examine how the legal consequences of bankruptcy on the authority of individual debtors who are bound by marriage with their partners and the legal consequences on assets in marriage.

RESEARCH METHODS

The research method used in this research is normative juridical research, namely the legal research method by reviewing and reviewing the provisions of the applicable laws and regulations as the basis for then analyzing the problems studied. This research is descriptive analytical using primary, secondary and tertiary legal materials through the study of documents and related literature. The analysis used in this study is a qualitative analysis in order to answer the problems studied (Jono, 2008).

RESULTS AND DISCUSSION

A. Legal Consequences of Bankruptcy on the Authority of Debtors Bound by Marriage and their Spouses.

Legal relations in the field of civil law can occur due to several things; first, legal relations due to agreements or contracts, second; legal relationship because of an event or legal action, third, legal relationship that occurs because of marriage). (Asnawi & SHI, 2022). Bankruptcy is an event where the court has declared bankrupt a debtor who is unable to pay his debts. In essence, the purpose of the bankruptcy declaration by the court is to obtain general confiscation of the debtor's assets, namely all assets of the debtor are confiscated or frozen for the benefit of the creditors, which will later be liquidated in order to pay off the

debtors' debts. According to Article 24 paragraph (1) of the UUK-PKPU which stipulates: "Debtors by law lose their rights to control and manage their assets which are included in the bankruptcy estate, from the date the bankruptcy declaration decision is pronounced". Therefore, the legal consequences of bankruptcy for individuals are that by law the debtor loses his right to control and manage his wealth. As for the "date of decision" in question is calculated from 00.00 local time". With the decision to declare bankruptcy, there is a general confiscation of bankruptcy. All assets of individuals who are declared bankrupt will be managed and settled by the Curator under the supervision of the Supervisory Judge, used as joint guarantees for creditors.

The bankruptcy decision is a court decision that results in general confiscation of all assets of the bankrupt debtor, both existing and those that will exist in the future. Bankruptcy management and settlement are carried out by the Curator under the supervision of the Supervisory Judge with the main objective of using the proceeds of the sale of such assets in a prorata parte and in accordance with the order of creditors. (Sari & Joesoef., 2022) So starting from the date of the bankruptcy decision, the bankrupt debtor is not authorized to manage his assets that have been declared bankrupt, therefore to protect the interests of the bankrupt debtor himself, creditors and other third parties the curator as the custodian of the debtor to manage the assets of the bankrupt until all activities in the bankruptcy until the debtors' debts are paid to their creditors. The curator is appointed by the court at the same time as the decision on the petition for a declaration of bankrupt. (Yani dan Widjaja. 2000)). If after the bankruptcy decision, the debtor still continues to take legal actions concerning his assets that have been included in the bankruptcy estate, then the legal action is not binding unless the agreements are made profitable for the bankruptcy estate.

With the bankruptcy declaration decision, the debtor by law loses the right to control and manage his assets which are included in the bankruptcy estate. Because since the declaration of bankruptcy the debtor is considered incompetent in carrying out certain legal actions, because in order for a person to be considered capable of carrying out legal actions, he must meet the requirements; adult, healthy in mind and not prohibited by law from carrying out certain legal actions. Here the debtor who is declared bankrupt is considered incompetent because it is prohibited by law from carrying out certain legal actions. to manage and transfer only their assets, debtors can still carry out legal actions in other legal fields, such as in the field of family law such as child adoption, child recognition and ratification and others. In other words, the legal consequences of bankruptcy do not mean that the debtor loses his civil rights to be able to carry out all legal actions in the field of civil law, but only loses his civil rights to manage his assets, the debtor is not under custody, the debtor does not lose his ability to carry out

legal actions involving himself. , unless the legal action involves the management and transfer of his assets, the act of managing and controlling his assets is with the curator (Sjahdeini, 2010.)

The next problem is what is the result of the bankruptcy of a debtor who is bound by marriage to his partner, whether the husband or wife of the debtor also becomes bankrupt so that he is not competent and authorized in the field of property law. In this regard, the bankruptcy law does not explicitly stipulate, it will still be seen from the provisions of Article 20 UUK-PKPU that "Debtors who are declared bankrupt, including the husband or wife of the bankrupt debtor who marry on the basis of a union of assets, then the assets the husband/wife of the bankrupt debtor, whether existing or new in the future, is also included in the bankruptcy estate".

From the provisions of Article 20 of the UUK-PKPU, it seems that it still adheres to the concept of marital property according to the Civil Code, because considering the history of the enactment of bankruptcy law in Indonesia, it cannot be separated from the Bankruptcy Regulations regulated in the Verordening of Dutch legal heritage which is then accommodated in the bankruptcy law in force in Indonesia, namely Law Number 4 of 1998 concerning Bankruptcy and Law Number 37 of 2004 concerning Bankruptcy and PKPU with several amendments. This problem will certainly cause problems in its implementation because it will lead to different legal interpretations for judges in the implementation of bankruptcy. Individual debtors who are bound by marriage. For this reason, it is necessary to emphasize in the provisions of Article 20 of the UUK-PKPU in the legal conditions that the wife/husband of a debtor is also legally declared bankrupt, taking into account the concept of marital property in effect, namely the UUUP.

However, with reference to Article 20 of the UUK-PKPU, if it is interpreted in the concept of the Civil Code, for a husband or wife who marries because of a union of assets and there is no agreement on separation of assets, the husband or wife of the debtor is also declared bankrupt. So, since the debtor is declared bankrupt, the wife or husband of the debtor also becomes incompetent and has the authority to manage and transfer assets in the marriage. However, if viewed from the concept of marital property according to the UUP, considering that the marriage law does not adhere to the principle of unanimous union of marital property since the marriage took place, in the UUP there has been no unity of property entirely since the marriage, in fact there has been a separation of assets, namely inherited and acquired assets, while the union of assets only exists. on joint property, means that according to the UUUP the union of property is limited, namely only on joint property, then this can be interpreted if in a marriage

there are joint assets and there is no agreement on the separation of joint assets, it means that the debtor's bankruptcy also includes the bankruptcy of the spouse, because the husband or wife of the debtor also become incompetent or incompetent in the management and control of joint property in marriage.

B. Legal Consequences on the Assets of Individual Debtors on Assets in Marriage

Legal events or legal events (*rechtsfeit*) are events in society that have consequences that are regulated by law. In other words, according to Sudikno Kartohdiprojo which states that an event is a legal event because there are legal norms that give legal consequences to the legal event. (Syahrani, 2010). Thus, the event of bankruptcy against a debtor who is bound by marriage, which generally begins with an agreement or loan-borrowing contact that gives birth to rights and obligations, so that if the debtor is unable to carry out his obligations, namely paying the funds he has used in accordance with the agreement, a debtor can be bankrupted. because of his inability to pay his debts, of course, with the decision of bankruptcy against an individual debtor who has entered into a marriage, it will bring legal consequences to the debtor and to the husband/wife of the debtor, including the assets in the marriage.

Talking about the legal consequences of Bankruptcy, a debtor who has held a marriage on assets in marriage will certainly cause problems to what extent the assets in marriage will be a guarantee for the settlement of debts from married debtors because in marriage there are assets with different legal status because of this will determine the position of the property in the marriage which will become the *boedel* of the bankruptcy estate. Bearing in mind that Article 23 of the UUK-PKPU and 62 of the UUK-PKPU do not explain the meaning of the unity of assets here, whether it has the meaning of the union of assets according to marital property according to the concept of the Civil Code or the unity of assets here refers to joint property according to the UUUP.

The regulation of joint property in positive law is regulated in at least three pieces of legislation, namely the Civil Code, UUUP and Presidential Instruction Number 1 of 1991 concerning the Application of the Compilation of Islamic Law, hereinafter referred to as KHI, even though the enactment of the UUUP causes the existing marriage law rules to be declared invalid. again, but in certain aspects that are not specifically regulated in the UUP, it is declared to remain valid. This is confirmed in the General Elucidation of the UUP number 5. The arrangement of joint assets, for example, in the UUP only includes 3 articles which means that there will be quite a number of provisions in the Civil Code and perhaps other arrangements in the previous ordinance that can still be implemented because the things referred to in the UUP are not stated. This provision simultaneously bridges

the possibility of a legal vacuum that can cause problems in the settlement of joint property cases. Its application, apart from filling the void of norms, must also pay attention to the legal principles adopted in the UUUP. Because even if it is not regulated in the UUP, but not necessarily the rules in the Civil Code, it can simply be applied in case settlement if in fact it contradicts the principles or principles adopted in the UUP. (Sari & Joesoef, 2020).

Considering the concept of marital property according to the Civil Code is different from the concept of the Marriage Law. According to the Civil Code in Article 119 which basically states that if a marriage agreement is not made by the prospective husband and wife before the marriage takes place, it will become what is called the togetherness/unity of assets between husband and wife because of the law. Prospective husband and wife can make deviations from the provisions governing the togetherness of assets by making a marriage agreement. (Prawirohamidjojo & Pohan. 2000) The extent of the unity of property in marriage according to the concept of the Civil Code there are 3 (three) namely: this is only the joint property of husband and wife and it is not known that there is any innate property or belonging to each husband or wife. All property belonging to the husband/wife (innate) becomes joint property. If it is agreed, it can be agreed to eliminate mixed assets (joint assets) altogether. In this context, it is not known that the existing joint property is the property of each husband or wife, both those brought into the marriage and those obtained by each husband and wife during the marriage. Based on the agreement, a limited mix of assets can be agreed, namely that during the marriage, only certain assets are included in the joint property, the rest will remain the property of each husband or wife (Jono, 2008). Then for the management of joint assets according to articles 124 and 125 of the Civil Code, the husband is authorized to carry out various actions on the togetherness of property and the wife cannot interfere in the management of the property. Unlike the UUP which applies the principle of equality which determines that the position of husband and wife is the same in domestic life and society, as stated in point 4 letter f of the general explanation of the Law which states that "the rights and position of the wife are balanced with the rights of the husband's position both in domestic life and in community relations so that everything in the family can be negotiated and decided together." by husband and wife." (Manaf, 2006). The principle of equality for husband and wife also extends to the management of joint assets as formulated in article 35, article 36 and article 37 of the UUP that property in marriage consists of joint assets and inherited assets and acquired assets where inherited and acquired assets are under their respective control. respectively, while the common property. (Manaf, 2006).

In the provisions of Article 35 UUUP that property in marriage consists of joint property and inherited property. Joint property is property acquired during the marriage bond and therefore it becomes the joint property of the husband/wife.

Because of its nature, the husband/wife can act only with mutual consent. Meanwhile, innate property is property that is obtained by each husband and wife as a gift or inheritance during the marriage bond, and therefore it becomes the right and is fully controlled by each husband/wife. Such arrangement of joint property is in accordance with customary law, where in customary law it is distinguished between gono-gini goods which are jointly owned by husband and wife, and gawan goods which are owned by each. (Manaf, 2006). In principle, their own assets are under the control of each husband and wife, husband and wife have the full right to carry out legal actions on their own assets. Bankruptcy occurs in individual debtors who are bound by marriage, so it will also have an impact on assets in marriage as stipulated in Article 23 of the UUK-PKPU That "Bankrupt Debtors as referred to in Article 21 and Article 22 include the wife or husband of the Bankrupt Debtor who is married in a union of assets. " However, the general confiscation of Bankruptcy does not apply to the debtor's assets, namely: objects, including animals that are really needed by the debtor in connection with his work, his equipment, medical equipment used for health, bedding and equipment used by the debtor and his family, and materials. food for 30 days for the debtor and his family, which is in that place; everything that is obtained by the debtor from his own work as a salary from a position or service, as wages, pensions, waiting fees or allowances, to the extent determined by the Supervisory Judge; or money given to the debtor to fulfill an obligation to provide a living according to the law."(Setiadi, 2022).

Then in article 62 paragraph 1 UUK-PKPU "In the event that the husband or wife is declared bankrupt, the wife or husband has the right to take back all movable and immovable objects which are the innate property of the wife or husband and their respective assets as a gift or inheritance". Then article 62 paragraph 2 UUK-PKPU stipulates "if the objects belonging to the wife or husband have been sold by the husband. From the provisions of article 62 it is quite difficult to understand, this article does not explain anything whether article 62 is related to the concept of joint property according to the UUP which is indeed between joint property and inherited property and separate or meaningful acquisition of joint property according to the concept of the Civil Code since the marriage occurred. unanimous mixing of assets unless it is agreed upon for the separation of marital property either absolutely or limitedly. So that the ambiguity of Article 62 of the UUK-PKPU, according to Sutan Remi Sjahdeni, logically, it must be interpreted that if there is a claim against a wife whose husband is declared bankrupt or against a husband whose wife is declared bankrupt, then the claim does not apply to the assets of the bankrupt. In other words, claims against the wife or husband who are not declared bankrupt are not borne by the husband or wife who is declared bankrupt. This provision is subject to husband and wife who are not subject to the marriage agreement.(Sjahdeini, 2010).

Then in article 63 of the UUK-PKPU it is prohibited for a husband or wife to claim the benefits agreed in the marriage agreement on the burden of the bankruptcy estate of the husband or wife who is bankrupt or vice versa, the creditor of the husband or wife who is declared bankrupt is not entitled to claim the profits agreed in the marriage agreement to the husband or wife. wife declared bankrupt. Furthermore, Article 64 of UUK-PKPU states: "The bankruptcy of a husband or wife who marries in a union of assets, is treated as the bankruptcy of the property"

Thus, as a result of the debtor's bankruptcy on assets in marriage when viewed from the Civil Code which adheres to the unanimous union of marital property since the marriage took place as long as there is no marriage agreement, the separation of assets is made, the assets of the bankrupt debtor include all assets in the marriage. However, if there is a marriage agreement to deviate According to the provisions of the union of marital assets, the bankruptcy estate only covers the assets of the bankrupt debtor and does not include the assets of his spouse. In addition, it can also be considered from the interest of the debt made which causes the debtor to go bankrupt. If there is an absolute mixing of joint assets while a marriage agreement is not made, then bankruptcy includes all assets in the marriage, namely all joint assets, but if a marriage agreement is made so that there is joint property Relatively or limitedly, the bankruptcy estate includes all assets (i.e. inherited assets and joint assets) with the stipulation that if the debt is made for the common interest, regardless of who made it, then the bankruptcy estate is joint property, while if it is for its own interest then it becomes the property. Bankruptcy is the default of each husband/wife who is bankrupt. Furthermore, if there is an absolute separation of assets due to a marriage agreement, the bankruptcy estate only belongs to the husband / wife who is bankrupt, not including the assets of the spouse.(Usman, 2006).

When viewed from the provisions of the UUP, only limited property unions occur that are not born from a marriage agreement, which is different from the concept of the Civil Code which determines that joint property is limited to a marriage agreement. (Jono, 2008)). So, according to the bankruptcy law, the bankruptcy estate includes only joint assets and inherited assets and the debtor's acquired property does not include the spouse's assets and assets, except for the provisions of article 35 of the UUP that are deviated by a marriage agreement, namely the existence of a unanimous marriage union as regulated by the Civil Code, then the bankruptcy estate is all assets. in the marriage, namely joint property and inherited assets and assets acquired by the debtor and his spouse (Riduan,Syahrani, 2008).

However, the next question is what if the debt is made for the common good. Furthermore, this is not regulated in UUK-PKPU, and UUP. However, of course, for those who are Muslim, a compilation of Islamic law that regulates debt

in marriage, namely Article 93 of the KHI stipulates that joint debts between husband and wife which are liabilities are charged to joint assets. If it is not sufficient then it is charged to the husband's property. If it is not sufficient, then it is charged to the wife's property. The legal basis for joint debt responsibility can be seen from the provisions of Article 93 of the KHI which explains that: Responsibility for the debts of husband or wife is borne by their respective assets. Accountability for debts carried out for the benefit of the family is charged to joint assets. If the joint property is insufficient, it is charged to the husband's property. If the husband's property is not available or sufficient, it is charged to the wife's property. (Hanapi & Muhammad, 2021).

Looking at the provisions in Article 93 of the KHI, it can be understood that the responsibility for paying debts depends on the designation of the object of debt at the time the debt occurs. If the object of debt is used to meet personal needs, then the debtor is obliged to pay the debt. Likewise, if the object of debt is used for the benefit of the family, then the husband and wife are obliged to pay the debt together. Isn't the wife's personal needs also the husband's responsibility? If the wife owes for her own personal needs, it should be the husband who is obliged to pay the debt. For this reason, the personal needs referred to in article 93 paragraph (1) of the KHI must be understood as needs outside the husband's responsibility. The husband's responsibilities are stated in Article 80 paragraph (4) of the KHI. In the article it is stated that according to his income the husband bears: a. Livelihood, kiswah and residence for the wife; b. Household expenses, care and medical expenses for wife and children; c. Education costs for children. So if the wife owes money for needs outside of her husband's responsibility, for example for the fulfillment of luxuries, then the husband is free from the responsibility to pay the debt. (Hanapi & Furqan, 2021).

In contrast to the concept of joint property in the Civil Code, if a marriage does not make a marriage agreement, then automatically all assets will become a union, whether it occurs during the marriage, or is brought into the marriage. Article 119 of the Civil Code states that if a marriage is to take place, by law, there is a unanimous union between the assets of the husband and wife. In the union of assets there are assets and liabilities in it. There is no marriage agreement in marriage, automatically there is a union of profit and loss. Thus, if there is no separation of marital assets, it does not matter whether the debt is made by the husband or wife because of the mixing of liabilities and assets in the marriage.

CONCLUSION

Since the bankruptcy declaration decision, the debtor by law loses the right to control and manage his assets which are included in the bankruptcy estate. Since the debtor's declaration of bankruptcy is considered incompetent in carrying out certain legal actions because it is prohibited by law to manage and transfer his

assets, a Curator is appointed to represent him. As a result of this bankruptcy, it can also affect the debtor couple who are bound by marriage, where the husband or wife of the debtor who is declared bankrupt also becomes not authorized to manage and transfer assets in a marriage if there is no marriage agreement for the separation of assets between the husband and wife.

While the legal consequences of bankruptcy on assets in debtor marriages are when viewed from the Civil Code which adheres to the unanimous union of marital assets since the marriage took place as long as there is no marriage agreement, the separation of assets is made, the assets of the bankrupt debtor include all assets in the marriage. If there is a marriage agreement to deviate from the provisions of the union of marital assets, the bankruptcy estate only includes the assets of the debtor who is bankrupt and does not include the assets of his spouse. Then, if viewed from the provisions of the UUP, considering that only limited property unions occur that are not born from the agreement. then the bankruptcy estate includes joint assets and inherited assets and the debtor's acquired property alone does not include the spouse's innate and acquired assets, unless deviated by a marriage agreement. In addition, liability for debt can be determined also seen from the designation for holding debtor debt, whether only for the personal interest of the debtor or for the common interest it can also affect the assets of the spouse, but in practice the application of bankruptcy to the property of the debtor's wife needs to be considered also for humanitarian reasons. and the husband's duties as head of the family, and for the continuation of family life in the next section.

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