

The Principle of Universality in Cross-Border Insolvency Disputes

Arivan Halim, Elizabeth Irianti Mayangsari Runtu

arivan.halim-2019@fh.unair.ac.id, elizabeth.ianti.mayangsari-2019@fh.unair.ac.id

Doctor of Law Studies Program, Faculty of Law, Universitas Airlangga, Surabaya

Article Info

Received: 2022-12-12

Revised: 2023-02-21

Accepted: 2023-03-31

Keywords:

Universality Principle;

Cross-Border

Bankruptcy;

UNCITRAL Model Law;

Legal Harmonization;

Justice

Abstract

Cross-border bankruptcy cases often involve legal processes in various jurisdictions, such as those between FM and its creditors in Indonesia and Saudi Arabia, and between Bankrupt Debtors and Curators in Singapore. This underscores the need for harmonization of cross-border bankruptcy laws. The principle of universality in cross-border bankruptcy disputes becomes crucial to address this issue. This research aims to analyze the philosophical foundation of the universality principle in cross-border bankruptcy disputes and how this principle is applied in various international legal instruments and applicable laws and regulations in Indonesia. The research method used is a normative juridical approach, examining various international legal instruments such as the UNCITRAL Model Law and European Council Regulation No. 1346/2000, as well as relevant national legislation. Data were collected through literature review and analysis of legal documents. The universality principle allows for recognition and cooperation among countries in resolving cross-border bankruptcy disputes, thus enabling the efficient and fair administration of debtor's bankruptcy assets worldwide. The application of this principle provides benefits such as debt settlement certainty, more secure asset organization, lower administration costs, better dispute resolution predictions, and fairer debt settlement distribution. However, there are also criticisms regarding foreign laws governing domestic relationships and uncertainty in determining the debtor's home country. Concrete cases in Indonesia and Singapore demonstrate how the universality principle is applied in practice, with Singapore adopting the UNCITRAL Model Law on Cross-Border Insolvency and the Philippines preparing the Corporate Recovery Act to accommodate international business developments.

I. Introduction

Indonesia is a state governed by law, as explicitly stated in Article 1 Paragraph (3) of the Constitution of the Republic of Indonesia (hereinafter referred to as the UUD NRI). Therefore, all aspects of national life must adhere to the applicable regulations. Law, as a system comprising interrelated components or elements (Mertokusumo, 2019), should ideally always remain harmonious. Maintaining this legal harmony is crucial to prevent conflicts between regulations and to ensure legal certainty and the justice aspired to by society.

The growth of trade transactions today has brought both positive and negative impacts across various aspects of global life. On the positive side, the expansion of trade transactions opens up job opportunities, reduces unemployment rates in each country, and can increase national income. On the negative side, the development of trade transactions can have adverse effects, particularly in debt relationships. Negative impacts arise when debtors fail to fulfill their debt repayment obligations to creditors upon maturity, potentially leading creditors to file for bankruptcy. Bankruptcy is a condition where a debtor can no longer make payments on due debts to creditors (Hikmah, 2007). The goal of bankruptcy is to distribute the debtor's assets among creditors while respecting their respective rights. In the context of trade transactions, it is possible that the debtor's and creditors' assets are located in various jurisdictions (multiple jurisdictions). Thus, international aspects of debtor bankruptcy will arise when it crosses national borders.

Foreign court decisions may be enforced in Indonesia if Indonesia has signed an international agreement regarding the enforcement of foreign court decisions. Such international agreements would allow foreign court decisions to be enforced in Indonesia, and conversely, Indonesian court decisions could be enforced in countries participating in the agreement. However, to date, Indonesia has not signed or participated in any of the relevant international agreements (Zainuddin, 2013). Additionally, multilateral agreements regulating cross-border bankruptcy, such as those in effect in the European Union, could be utilized. These agreements allow EU member states to execute a debtor's assets in other member states (Mevorach, 2014). Multilateral agreements in trade transactions exemplify the application of the principle of universality in cross-border bankruptcy disputes (Yogiswari & Purwanto, 2023). Furthermore, one of the breakthroughs used to address the impasse in cross-border bankruptcy is the Model Law issued by the United Nations Commission on International Trade Law (UNCITRAL).

The Bankruptcy Law (UUK-PKPU) as substantive law does not specifically regulate the enforcement of foreign court bankruptcy decisions in Indonesia. However, Article 299 of the UUK-PKPU stipulates that if there are matters not

regulated by the UUK-PKPU, civil procedural law applies. As is known, the civil procedural law in Indonesia is the *Herzien Inlandsch Reglement* (HIR) and the *Rechtsreglement Buitengewesten* (RBg). The *Reglement of de Rechtsvordering* (Rv) is no longer in effect in Indonesia but is still used as a guideline if needed to realize substantive law (*verwerkelijking van het materieele recht*). Therefore, besides the UUK-PKPU, the applicable civil procedural laws in Indonesia are the HIR and RBg, with the Rv serving as a guideline.

Cross-border insolvency cases frequently occur in international trade transactions and remain problematic, as their implementation is very difficult due to the non-uniform regulations between countries. One issue is the liquidation of a bankrupt debtor's assets located abroad or outside the jurisdiction of the country. For example, a case involving an Indonesian citizen debtor who was declared bankrupt with foreign creditors and bankrupt estate overseas was adjudicated by the Central Jakarta Commercial Court in Decision Number 21/PKPU/2000/PN.Niaga.Jkt.Pst. jo. Decision Number 78/Pailit/2000/PN.Niaga.Jkt.Pst. jo. Decision Number 37/K/N/2001 jo. Decision Number 38/K/N/2001/ jo. Decision Number 39/K/N/2001/ jo. Decision Number 01/PK/N/2005 jo. Decision Number 02/PK/N/2005. The parties in this case were Ir. Fadel Muhamad (FM), the petitioner of the PKPU Number 21/PKPU/2000/PN.Niaga.Jkt.Pst. Subsequently, PT. Bank IFI, the Indonesian Bank Restructuring Agency (BPPN), ING Bank (Labuan Malaysia Branch and ING BARINGS South Asia Limited Singapore) were several creditors with overdue claims against FM. On March 13, 2001, FM was declared bankrupt along with its legal consequences, but FM filed an appeal on June 13, 2001.

The Supreme Court accepted FM's appeal through Decision Number: 037/K/N/2001 and overturned Decision Number: 21/PKPU/2000/PN.Niaga/Jkt.Pst. jo. Decision Number: 78/Pailit/2000/PN.Niaga/Jkt.Pst. Separately, FM's creditors also filed appeals against FM's bankruptcy declaration, namely ING Barings NV. Labuan Malaysia Branch and BPPN. However, these appeals were rejected by the Supreme Court of Indonesia based on Decision Number 038/K/N/2001 and Decision Number 39/K/N/2001. FM's creditors did not stop at the appeal level and requested a judicial review from the Supreme Court. In this review, the Supreme Court granted the creditors' requests in Decision Number 01/PK/N/2002 and Decision Number 02/PK/N/2002, declaring FM bankrupt along with all its legal consequences. According to the Commercial Court's decision, FM had total debts amounting to IDR 176 billion. The details include debts to BPPN of IDR 93.2 billion (IDR 87 billion principal debt and IDR 6 billion interest debt), debts to PT. Bank IFI of IDR 40 billion, and a loan from ING Barings South Asia Limited of IDR 49 billion. FM's bankrupt estate was found to be not only in Indonesia but also included assets such as deposits, apartments, and other properties located

abroad, specifically in Saudi Arabia. Considering FM's bankruptcy case, it can be categorized as a cross-border insolvency case because it involves foreign elements, with one of the creditors being a foreign legal entity and FM's bankrupt estate located abroad in Saudi Arabia.

As for the case of cross border insolvency of PT. Megalestari Unggul, Paulus Tannos, Lina Rawung, Pauline Tannos, and Catherine Tannos (hereinafter referred to as the 'Bankrupt Debtors'). The Bankrupt Debtors were declared bankrupt by the Commercial Court at the Central Jakarta District Court through Decision Number 138/Pdt.Sus-PKPU/2016/PN Niaga Jkt.Pst dated February 22, 2017. Subsequently, in that decision, Heince Tombak Simanjuntak and Hardiansyah were appointed to manage and liquidate the assets of the Bankrupt Debtors. The management process revealed that the Bankrupt Debtors had several assets in Singapore, including immovable property and savings in various bank accounts for the execution of the assets of the Bankrupt Debtors located outside Indonesia, the Curators referred to the laws of Singapore governing cross border insolvency.

In 2017, Singapore ratified the Model Law into its national legal system through The Singapore Companies Act 2017 (hereinafter referred to as the 'Companies Act'). The initial action taken by the Trustee is to file an application for recognition of the bankruptcy process from the Bankruptcy Court of Singapore. The Trustee also attaches Decision Number 138/Pdt.Sus-PKPU/2016/PN Niaga Jkt.Pst dated January 9, 2017, and Decision Number 138/Pdt.Sus-PKPU/2016/PN Niaga Jkt.Pst dated February 22, 2017, which states that the Bankrupt Debtors are in a state of bankruptcy with all its legal consequences and includes the appointment of the Trustee Team as foreign representatives.

Subsequently, in their argument, the Bankrupt Debtors stated that in relation to Decision Number 138/Pdt.Sus-PKPU/2016/PN Niaga Jkt.Pst dated January 9, 2017 and Decision Number 138/Pdt.Sus-PKPU/2016/PN Niaga Jkt.Pst dated February 22, 2017, legal actions are being pursued. Ultimately, the Judge of the Singapore High Court in consideration of The Singapore High Court No 216 of 2019 acknowledged Decision Number 138/Pdt.Sus-PKPU/2016/PN Niaga Jkt.Pst dated January 9, 2017 and Decision Number 138/Pdt.Sus-PKPU/2016/PN Niaga Jkt.Pst dated February 22, 2017. Subsequently, the Curator was granted authority to manage the assets of the Bankrupt Debtors located in Singapore, except for the transfer of movable or immovable property out of Singapore which requires court permission. Furthermore, the Curator was also given the authority to search for and receive information related to the financial status of the Bankrupt Debtors from several banks, as well as any remaining funds in accounts. The order for information from several banks is still pending due to the appeal filed by the Bankrupt Debtors.

The next issue that arises here is how to execute the bankruptcy estate/assets that are outside the jurisdiction of Indonesia. As it is known, Saudi Arabia adheres to universal principles, while Indonesia adheres to territorial principles. Therefore, the bankruptcy decision from the Supreme Court of Indonesia cannot directly request its implementation in Saudi Arabia unless there is a bilateral agreement between the ministers in the field of economy of both countries or a relitigation is conducted before the Saudi Arabian Regional Court where the bankrupt estate of FM is located. This clashes with the issue of sovereignty of a country, where commercial court decisions cannot be used to execute debtor assets located in a country outside the sovereignty of Indonesia. It can be said to be a cross-border bankruptcy case as well, namely when the debtor in question has assets in more than one country (outside the country where the bankruptcy case is being processed). This case is an example of many cross-border bankruptcy cases where the debtor's assets are located abroad, making it difficult or even impossible to execute within the scope of Indonesian bankruptcy law.

The main objective of this research is to contribute thoughts in the renewal of bankruptcy regulations that have been in effect, and then become a necessity to harmonize national law with the laws of various countries. The primary purpose of regulating cross-border bankruptcy is efficiency, allowing a debtor to resolve their bankruptcy process in one consolidated case rather than requiring multiple filings in each jurisdiction where the individual or company has debts or assets (Franken, 2014). In line with Roman Tomasic, who states that the development of insolvency and bankruptcy laws worldwide tends to lead to rules that freely cross national borders within a particular country's jurisdiction (Tomasic, 2007). Therefore, the urgency of regulating cross-border bankruptcy is seen as necessary as an instrument to overcome barriers that arise in the resolution of cross-border bankruptcy disputes.

Based on the background above, there is a connection with the principle of universality in solving cross-border insolvency issues. Therefore, the aforementioned issue becomes worthy and relevant to be comprehensively studied and further examined through research. Based on the description of the background of the problem above, this research aims to analyze the philosophical foundation of the universality principle in cross-border insolvency disputes.

2. Research Method

This research utilizes a normative juridical approach, aiming to analyze the philosophical foundation of the universality principle in cross-border bankruptcy disputes. This approach will examine various international legal instruments and relevant legislation. Primary data is obtained from legal documents such as legislation, court decisions, and international legal instruments governing cross-

border insolvency, including the UCITRAL Model Law on Cross-Border Insolvency. Secondary data is obtained from literature, journals, scientific articles, and books discussing the universality principle and cross-border bankruptcy.

In this research, data collection techniques include literature review and document analysis. The literature review involves examining various relevant literature, legal documents, and scientific articles related to the research topic. Meanwhile, document analysis involves examining legal documents and court decisions related to the application of the universality principle in cross-border bankruptcy disputes. The applied data analysis technique is qualitative analysis. The collected data will be qualitatively analyzed to understand and interpret the universality principle in the context of cross-border bankruptcy. This analysis process includes identification, classification, and evaluation of various applicable legal instruments and regulations.

3. Results and Discussion

The Law of International Business Agreements as a Source of Cross-Border Insolvency

Before understanding the essence of Insolvency, we will first discuss the Law of International Business Agreements as a source of Cross-Border Insolvency. Throughout history, every issue related to Insolvency has always started with an agreement, especially agreements that are reciprocal in the form of debt or other agreements. Issues of debt agreements arise because the person who has the debt or the Debtor, does not have the ability to repay the debt to the person who provided the debt or the Creditor (Ginting, 2019).

Referring to Article 1313 of the Civil Code, agreements are generally formulated as an act of one or more persons binding themselves to one or more other persons. In this act, rights and obligations arise from the parties binding themselves. For further clarification, the provision of Article 1313 of the Civil Code is described as follows: *"An agreement is an act where one or more persons bind themselves to one or more other persons."*

Based on the formulation of Article 1313 of the Civil Code above, the elements in an agreement are the existence of a binding act in a legal event and the presence of more than one party. Furthermore, Article 1320 of the Civil Code emphasizes that for an agreement to be considered valid, four mandatory conditions must be fulfilled, namely the agreement of the parties involved, the capacity to enter into an obligation, a specific subject matter, and a lawful cause. To provide further clarity, the provisions of Article 1320 of the Civil Code are as follows:

In order for a valid agreement to occur, four conditions must be fulfilled:

1. The agreement of the parties involved;
2. The capacity to enter into an obligation;
3. A specific subject matter;
4. A lawful cause

Salim (2005) provides an explanation of the elements contained in Article 1320 of the Civil Code as follows:

- a) Binding Agreement, the first requirement is a valid agreement or consensus. Agreement refers to the adjustment of will statements between one or more individuals and the other party.
- b) Capacity to Enter into an Obligation, capacity to act refers to the ability or competence to perform a legal act. The parties entering into an agreement must be capable and authorized to perform legal acts, as determined by the Law.
- c) Specific Matter, various literature mentions that the object of the agreement is the performance (main obligation). Performance refers to the obligations of the Debtor and the obligations of the Creditor. Performance consists of giving something, doing something, and refraining from doing something (Article 1234 of the Civil Code).
- d) Existence of a Valid Cause, article 1337 of the Civil Code only mentions prohibited causes. A cause is considered prohibited if it contradicts the Law, morality, and public order.

According to Ida Bagus Wyasa Putra, the fulfillment of the legal requirements of an agreement as stated in Article 1320 of the Civil Code will result in the binding of the parties to comply with the provisions stated in the agreement (Putra, 2008). This includes all consequences arising from the implementation of the agreement made in accordance with Article 1338 of the Civil Code, which states the following:

"All agreements made in accordance with the law shall be binding on those who make them. Such agreements cannot be revoked except by the mutual consent of both parties, or for reasons determined by the law. Agreements must be implemented in good faith."

The primary source of law in international business transactions is the International Business Agreement, which is a regulation created by the parties involved in the international business transaction, whether they are individuals or legal entities (corporations). In other words, the International Business Agreement becomes the law for those who create it, so that the existence of this international business agreement becomes a reference for the parties to fulfill their rights and obligations in international business transactions (Aprita &

Adhitya, 2020).

An International Business Agreement is a contract made by two or more parties who engage in cross-border transactions, with different nationalities. Based on this definition, the main characteristic of an International Business Agreement is the presence of foreign elements in the agreement (Putra, 2008). Furthermore, in the implementation of an International Business Agreement, in order to protect the legal interests of the parties involved, the issue that arises is related to the choice of law that will be used. The choice of law will determine which country's law will be applied in the event of a dispute in the international business transaction.

Purwadi (2016) stated that in conducting International Business Agreements, the parties will be faced with the choice of law. In determining the choice of law, several principles and limits of choice of law are known, including the following:

- a) Principle of Party Autonomy, according to this principle, the parties have the right to determine the law they wish to choose and apply as the basis of the transaction, including as the basis for resolving disputes that may arise from the contractual transaction.
- b) Principle of Good Faith, according to this principle, a choice of law must be based on good faith, solely for the purpose of certainty, fair protection, and a more certain guarantee for the implementation of the consequences of the transaction (agreement content).
- c) Principle of Real Connection, some legal systems require the necessity of a real connection between the chosen law and the legal event that is intended to be subjected/based on the chosen law.

In practice, an International Business Agreement sometimes does not include a choice of law clause in its provisions. This can certainly complicate matters for legal practitioners in resolving issues that may arise in the future. Therefore, as cited from Ida Bagus Wyasa Putra, to resolve issues in International Business Agreements that do not specify a choice of law, International Private Law provides at least four theories, which are as follows (Putra, 2008):

- a) Theory of *Lex Loci Contractus*, this theory prioritizes the sovereignty of the law where the agreement is made. If the agreement is made in Brazil, the applicable law is the law of Brazil. As an alternative to the *Lex Loci Contractus* theory, the Post Box theory means that the applicable law is the law where the offer was sent. Additionally, there is also the Acceptance theory, which means that the applicable law is the law where the offer was received.
- b) Theory of *Lex Loci Solutionis*, according to this theory, the applicable law in an international business agreement is the law where the agreement is performed. If the agreement is made in Brazil but is executed in America,

then according to this theory, the applicable law is the law of America.

- c) Theory of The Proper Law of The Contract, based on this theory, the applicable law is the law of the country that is most appropriately applicable to the contract by finding the focal point or the closest connection to the contract. Points of connection in International Private Law can be determined through connections such as nationality, ship flag, domicile, residence, the location of legal entities, and choice of law (Hikmah, 2007).
- d) Theory of The Most Characteristic Connection, according to this theory, the applicable law is the law of the place where the party performing the obligation is located. If the agreement is made in Brazil between a Brazilian company and a German company, but the performing party is the German company, then the applicable law is the law of Germany, where the company performs its obligation.

Based on the aforementioned descriptions, it can be concluded that an International Business Agreement is a contract made by two or more parties of different nationalities engaging in cross-border transactions. Such agreements will stipulate the rights and obligations of the parties of different nationalities and determine the applicable law (choice of law) in resolving disputes arising from the International Business Agreement.

The term "bankrupt or *pailit (in Bahasa)*" originates from the French word "*failite*," which means a failure in payment (Hartini, 2002). In the Anglo-Saxon legal system, the term for bankruptcy is "Bankruptcy," which refers to the inability to pay debts, where all the debtor's assets are taken by creditors (Yuhelson, 2019). According to M. Hadi Shubhan, bankruptcy is a condition where a debtor is unable to make payments on debts owed to creditors. This inability to pay is due to the financial distress and the decline of the debtor's business (Aprita, 2018).

Contrarily, Munir Fuady provides a different perspective, suggesting that the meaning of bankruptcy or insolvency is a merchant who hides or engages in certain actions that tend to deceive creditors (Aprita, 2018). Furthermore, referring to the definition provided by Black's Law Dictionary, the meaning of bankruptcy is as follows:

"The state or condition of one who is a bankrupt; amenability to the bankrupt laws; the condition of one who has committed an act of bankruptcy, and is liable to be proceeded against by his creditors therefor, or of one whose circumstances are such that he is entitled, on his voluntary application, to take the benefit of the bankrupt laws."

Summarizing from the definition provided by Black's Law Dictionary, bankruptcy

fundamentally refers to a situation where an individual is declared bankrupt by law based on a petition by creditors or voluntarily for the resolution of the debtor's debts.

In the context of legal regulations, referring to Article 1, paragraph 1 of the Bankruptcy Ordinance or Failisement Verordening S. 1905-217 Jo. 1906-348, bankruptcy is defined as any debtor who has ceased to make payments, either through self-reporting or upon the request of one or more creditors, and is declared bankrupt by a judge's ruling (Hartini, 2002). Furthermore, according to Article 1, paragraph 1 of Law Number 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations ("UUK-PKPU"), the definition of bankruptcy is as follows:

"Bankruptcy is the general seizure of all the assets of the bankrupt debtor, which is managed and settled by a curator under the supervision of a supervisory judge as regulated by this Law."

In every business event resulting from the execution of an International Business Agreement, it is not always possible to categorize it under bankruptcy. An event can be considered bankruptcy if it meets certain conditions based on Article 2 of the Bankruptcy Law and Suspension of Debt Payment Obligations ("UUK-PKPU"), where these conditions specify that if a debtor has two or more creditors and has debts that are due and collectible, they may be declared bankrupt. For further clarity, the provisions of Article 2 of the UUK-PKPU state as follows:

"A debtor who has two or more creditors and does not fully repay at least one debt that is due and collectible, may be declared bankrupt by a court decision, either upon their own request or upon the request of one or more of their creditors."

Based on the definitions above, several main elements of bankruptcy can be identified: Debtor, Creditor, and Debt. The following sections will elaborate on these elements based on Article 2 of the UUK-PKPU as follows:

a) Debtor

Eliyta Ras Ginting states that the definition of a Debtor, as stipulated in Article 1, number 3 of the UUK-PKPU (Ginting, 2019), indicates that a Debtor is an individual. However, the provisions in Article 5 of the UUK-PKPU provide a broader perspective, where under the UUK-PKPU, a bankruptcy petition can be filed against not only individuals but also legal entities such as banks, insurance companies, stock exchanges, state-owned enterprises, and others. Additionally, bankruptcy petitions can also be filed against firms and civil partnerships. Therefore, based on the above, the term "Debtor" in the UUK-PKPU applies not only to individuals but also to legal entities such as limited liability companies (Ginting, 2019). When a Debtor is declared bankrupt by the Commercial Court, the Debtor is

referred to as a Bankrupt Debtor as defined in Article 1, paragraph 3 of the UUK-PKPU, which states: *"A Bankrupt Debtor is a Debtor who has been declared bankrupt by a court decision."*

b) Creditor

According to Article 1, number 2 of the UUK-PKPU, a Creditor is a person who has a claim due to an agreement or law that can be collected in court. Since the conditions for bankruptcy require the presence of two (2) or more creditors, various types of creditors are specified in bankruptcy proceedings. In legal terms, certain prioritized creditors are referred to as Preferential Creditors, while others are known as Concurrent Creditors (Sjahdeini, 2016). The types of creditors determine the priority order for debt repayment from the Debtor to the Creditors. Yuhelson (2019) mentions that Concurrent Creditors are regulated in Article 1132 of the Civil Code, where Concurrent Creditors are those who have *pari passu* and *pro rata* rights, meaning the creditors collectively receive repayment (without precedence) calculated based on the amount of each creditor's claim relative to their total claims against the Debtor's entire estate.

Yuhelson further explains that Preferential Creditors are those who, by law, solely because of the nature of their claims, receive priority repayment. Preferential Creditors have a higher status than Concurrent Creditors due to their legal privileges. Lastly, Separatist Creditors are creditors holding security interests and pledges who can act independently. This category of creditors can sell the collateral themselves, as if no bankruptcy has occurred (Yuhelson, 2019).

c) Debt

The next condition for bankruptcy is debt. According to Article 1, paragraph 6 of the UUK-PKPU, debt can be defined as an obligation that can be expressed in a sum of money arising from an agreement or law. For more clarity, Article 1, paragraph 6 of the UUK-PKPU states:

"Debt is an obligation that is expressed or can be expressed in a sum of money in either Indonesian or foreign currency, whether directly or contingently, arising from an agreement or law, which must be fulfilled by the Debtor and, if not fulfilled, gives the Creditor the right to obtain repayment from the Debtor's assets."

In addition to the aspects of Debtor, Creditor, and Debt, as outlined in Article 1, number 1 of the UUK-PKPU, other inseparable aspects of the bankruptcy dispute resolution process include Bankruptcy Estate or the Debtor's Assets, the Curator, and the Supervisory Judge. The following sections will elaborate on these aspects one by one:

a) Bankruptcy Estate or Bankrupt Debtor's Assets

The UUK-PKPU does not explicitly define the bankruptcy estate or the debtor's assets. In principle, the regulation of the debtor's assets in the

UUK-PKPU is derived from the provisions of Article 1131 of the Civil Code, which essentially requires that all of the debtor's assets serve as collateral for the repayment of the debtor's debts. This aligns with the provisions of Article 21 of the UUK-PKPU, which essentially states that bankruptcy encompasses all of the debtor's assets at the time the bankruptcy declaration is pronounced and everything acquired during bankruptcy (Yogiswari & Purwanto, 2023).

According to Article 22 of the UUK-PKPU, debtors are provided protection for their assets, where there are exceptions to the provisions of Article 21 of the UUK-PKPU. Essentially, these exceptions state that the liquidation or sale of the bankrupt debtor's assets does not apply to assets that serve as basic necessities for the debtor to continue their livelihood. The full text of Article 22 of the UUK-PKPU is as follows:

The provisions referred to in Article 21 do not apply to:

- 1) Items, including animals, that are genuinely needed by the debtor in relation to their work, equipment, medical tools used for health purposes, beds and their accessories used by the debtor and their family, and food for 30 (thirty) days for the debtor and their family, located at that place;
- 2) Anything obtained by the debtor from their own work as wages from a position or service, as salary, pension, waiting money or allowance, as far as determined by the Supervisory Judge; or
- 3) Money given to the debtor to fulfill an obligation to provide support according to the law.

b) Curator

According to Article 1, number 5 of the UUK-PKPU, a Curator is the heritage office or an individual appointed by the court to manage and settle the bankrupt debtor's assets under the supervision of the supervisory judge.

S. Wojowasito (1972), defines a curator as:

- 1) A person appointed to supervise bankrupt goods;
- 2) A person who performs curatorship;
- 3) A member of a university supervisory commission.

Based on the three meanings above, the most appropriate meaning of curator in this context is a person appointed to supervise bankrupt goods (Aprita & Adhitya, 2019). Further explanation of the curator's authority will be detailed in the subsequent discussion chapter.

c) Supervisory Judge

According to Article 1, number 8 of the UUK-PKPU, a Supervisory Judge is a judge appointed by the court in a bankruptcy ruling or in a decision to postpone debt repayment obligations. The presence of a Supervisory Judge is necessary due to concerns that the curator may misuse their authority in managing the bankrupt estate. The provisions regarding the

Supervisory Judge are set out in Articles 65 to 68 of the UUK-PKPU, where the main authority of the Supervisory Judge is to supervise the management and settlement of the bankrupt estate conducted by the curator.

Bankruptcy is a mass execution determined by a judge's decision, which takes immediate effect, by conducting a public seizure of all assets of the individual declared bankrupt, both those existing at the time of bankruptcy declaration and those acquired during the bankruptcy process, for the benefit of all creditors, under the supervision of the authorities (Aprita & Adhitya, 2019). Considering that bankruptcy disputes always involve 2 (two) or more creditors, concerns about the contestation of the debtor's wealth always arise. Therefore, to prevent creditors from competing, controlling, and selling the debtor's assets, bankruptcy law is established. According to Louis E. Levinthal, bankruptcy law has the following main objectives: (Satrio et al., 2020)

- 1) Securing the debtor's assets and distributing the proceeds of the debtor's asset sales equally among its creditors. In other words, the debtor's assets will be managed by the Curator under the supervision of the Supervisory Judge, so that neither the debtor nor the creditors can directly access the debtor's assets. This condition can provide security for the debtor's assets and ensure fair settlement of creditors' rights.
- 2) Preventing debtors from engaging in actions that may harm creditors by transferring the debtor's assets to irresponsible parties.
- 3) Preventing arbitrary actions by creditors to sell the debtor's assets without considering the debtor's circumstances.

Referring to the General Explanation of the UUK-PKPU, several factors necessitate bankruptcy law, namely:

- 1) To avoid disputes over the debtor's assets when multiple creditors are demanding payment simultaneously.
- 2) To prevent secured creditors from asserting their rights by selling the debtor's property without considering the debtor's or other creditors' interests.
- 3) To prevent fraud committed by a creditor or the debtor itself. For example, the debtor may try to favor specific creditors, disadvantaging others, or engage in fraudulent acts to evade responsibility to creditors.

Mutiara Hikmah states that bankruptcy benefits both debtors and creditors. For debtors, bankruptcy relieves them from the burden of creditor pursuit because all debt management is handled by the Court, Curator, and Supervisory Judge (Satrio et al., 2020). From the creditors'

perspective, bankruptcy offers at least four advantages: (Satrio et al., 2020)

- a) Ensuring debt repayment by the debtor managed by the Curator.
- b) Ensuring that all assets of the bankrupt debtor are used to repay debts.
- c) Avoiding direct interaction with the debtor, as debt repayment is handled by a neutral party since the bankruptcy declaration.
- d) Ensuring certainty regarding debt repayment, as the bankruptcy process is conducted quickly and simply.

The Principle of Universality In Bankruptcy

Loura Hardjaloka (2015) states that Cross-Border Insolvency is a situation or case of insolvency that crosses territorial and national borders, involving foreign elements. The elements of Cross-Border Insolvency consist of Debtor, Creditor, and Debt, and there are foreign elements involved (Hardjaloka, 2015).

The issue often arising from Cross-Border Insolvency disputes is the clash between the Territorial Principle and the Universalism Principle (Ouatu, 2014). As known, LoPucki (1998), in his journal titled "Cooperation In International Bankruptcy: A Post-Universalist Approach," states the following:

"Territoriality is the antithesis of universalism. In a territorial regime, each country would have jurisdiction over the portion of the bankrupt multinational firm within its borders."

Lynn M. LoPucki's viewpoint essentially suggests that the Territorial Principle is the antithesis of the Universalism Principle. It is considered as such because, under the Territorial Principle, each country has its own legal jurisdiction over multinational companies declared insolvent. In other words, a bankruptcy declaration in one country cannot be enforced in another due to the legal jurisdiction of that country.

This stance contradicts the Universalism Principle. In an academic paper published by the University of British Columbia, Marcela Ouatu states that the Universalism Principle allows the assets of an insolvent debtor to be managed by a single body whose legal application aligns with the laws of the country where the bankruptcy declaration process begins. The essence of the Universalism Principle is that the bankruptcy declaration process starts in the debtor's home country, and the bankruptcy decision covers all of the debtor's assets wherever they are located. Such legal processes are recognized and enforced in all other countries involved in cross-border insolvency cases. Therefore, with the

Universalism Principle in place, all countries assist the debtor's home country in managing the assets of the insolvent debtor (Ouatu, 2014).

Referring to Michael Crystal's article titled "The Golden Thread: Universalism And Assistance In International Insolvency," Jay Lawrence Westbrook argues that the Universalism Principle governs the administration of cross-border insolvency by a single court applying insolvency law uniformly (Crystal, 2011). Michael Crystal elaborates on Jay Lawrence Westbrook's viewpoint, stating that because insolvency is a collective process designed to manage the assets of the insolvent debtor and distribute them to creditors according to a priority scheme based on legal rights, there needs to be a single process overseeing the management of the insolvent debtor's assets that is not limited by national boundaries (Crystal, 2011). In its development, Edward S. Adams and Jason K. Fincke state that the Universalism Principle is a multinational bankruptcy system, where one court, in this case, the debtor's home country, has jurisdiction over the debtor's assets wherever they are located, and the management of these assets is conducted according to the laws of that country (Adams & Fincke, 2008)

Quoted from Marcel Ouatu's writing, this is consistent with Honsberger's opinion, who states that the Universalism Principle provides protection to creditors because the bankruptcy process starts in the debtor's home country, so the bankruptcy decision will have worldwide implications. Furthermore, recognition and enforcement of the law worldwide regarding the bankruptcy declaration in the home country will prevent the debtor from transferring their bankrupt assets (Ouatu, 2014). Hadi Subhan provides an understanding; the Universalism Principle is a principle that considers a bankruptcy decision applicable worldwide, so a bankruptcy decision pronounced in one country has legal consequences wherever the bankrupt individual has assets (Subhan, 2009).

In the application of the Universalism Principle, jurisdiction is granted to the Court of the country where the debtor's center of main interest is located as its connecting factor. The court that has jurisdiction according to this connecting factor will become the main single court processing the bankruptcy case. The bankruptcy law of the country where its court has jurisdiction to conduct this main single examination will apply to the debtor's assets wherever they are located. Similarly, the policy regarding debt distribution of that country will apply to creditors located abroad. Creditors will only file one application to the main court that has jurisdiction according to their connecting factors, and only the law of that country will apply to them. Under this universal principle, countries must agree to accept and apply the decisions and rules from the country where the main single examining court is located over the assets within its jurisdiction.

Based on the definitions above, it can be concluded that the Universalism

Principle is a principle that allows the application of bankruptcy decisions in the home country to be applied in the country where the bankrupt debtor's assets are located, thus achieving bankruptcy asset management without being hindered by the jurisdiction of other countries.

LoPucki (1998) states that the application of the Universalism Principle in Cross-Border Insolvency disputes offers at least 5 (five) advantages, which essentially are as follows:

- a) **Greater Revenue from Bankruptcy Asset Sales**
In its application, the Universality Principle would yield higher revenue from the liquidation of multinational enterprises since a single representative would have the authority to sell all assets. This representative can sell them collectively or separately, whichever would result in a higher price. Thus, selling operations worldwide as a single unit would generate a much higher price than selling assets separately in various countries.
- b) **Enhanced Asset Organization Assured**
Considering that the Universality Principle adheres to a single settlement system, the organization of debtor assets becomes easier and assured. Advocates of the Universality Principle state that unless one court manages the assets, organizing debtor assets abroad would be impossible.
- c) **Lower Bankruptcy Estate Management Costs**
The Universality Principle allows for the collection and distribution of assets through one forum, resulting in lower costs than collection and distribution through multiple forums. This argument is strongest concerning the distribution of debtor assets to creditors. In the Universality Principle, only one distribution set is required. In other systems, two or more courts would distribute to creditors.
- d) **Predictable Bankruptcy Dispute Resolution**
Under the Universality Principle, the likelihood of Cross-Border Bankruptcy issues can be more predictably anticipated. Before lenders extend loans to debtors, they would consider lending to such multinational companies. Jay Lawrence Westbrook argues that a single legal entity should be applied as extensively as possible if precise prediction of priority issues is desired. Where the home country law is the only law predictable for Cross-Border Bankruptcy dispute resolution.
- e) **Fairer Distribution of Bankruptcy Assets to Creditors**
Finally, the Universality Principle can result in a fairer distribution of debt settlements among creditors. In the Universality Principle, the distribution of debt settlements can easily be achieved as one court distributes to all class members simultaneously.

In addition to endorsing the Universality Principle, as cited by Guzman (2000),

also offers criticisms of the Universality Principle. The main issues within the Universality Principle include:

- a) **Foreign Law and Courts Governing Domestic Relationships**
Lynn M. LoPucki asserts that in the application of the Universality Principle, foreign law not only applies to relationships formed in domestic transactions but also foreign bankruptcy courts will have jurisdiction to adjudicate many aspects of these relationships. The primary critique by Lynn M. LoPucki is that the relationship between domestic debtors and creditors will be subject to bankruptcy provisions from foreign jurisdictions (Guzman, 2000).
- b) **Indeterminacy of the "Home Country" Standard**
One key factor in the successful implementation of the Universality Principle is the identification of the debtor's home country. In the Universality Principle, the debtor's home country becomes the primary jurisdiction in the resolution of Cross-Border Bankruptcy disputes. Another approach to determining the primary jurisdiction may include the place of incorporation, principal place of business, and principal interest center of the corporation. Furthermore, Lynn M. LoPucki states that the lack of agreement on the standards used in identifying the home country is a serious issue in the application of the Universality Principle.
- c) **The Extent of Jurisdiction over Corporate Groups**
Multinational corporations are companies that conduct business activities in many countries, often having offices, factories, or branch offices in various nations. They typically have a headquarters where they coordinate global management. Another issue identified by Lynn M. LoPucki is related to the declaration of bankruptcy against multinational parent companies with many branches in different countries. Such circumstances would complicate the implementation of Cross-Border Bankruptcy declaration judgments. If subsidiaries are considered part of the corporate group, then the law applicable is the law where the parent company is located. Conversely, if subsidiaries are considered separate entities from the parent company, then the law applicable is the law where the subsidiary is located (LoPucki, 1998).
- d) **Strategic Manipulation of the "Home Country" Standard**
In the application of the Universality Principle, even though the debtor's home country has been identified, debtors can still manipulate their home country by changing or relocating the debtor's headquarters to ensure jurisdiction over their cases is in a favorable legal jurisdiction. For example, Dreco Energy, an oil drilling company, moved its headquarters from Canada to the United States just before the bankruptcy declaration process and then moved it back afterward.

Implementation Of The Universality Principle In Several International Legal Instruments

As elucidated in the preceding discussion, disputes involving Cross-Border Bankruptcy always encounter issues related to the enforcement of foreign bankruptcy judgments. Therefore, there are at least two conflicting principles. The first principle is the Territorial Principle, under which bankruptcy judgments only apply to assets located within the territory of the country where the judgment is rendered. On the other hand, there is the Universality Principle, whereby a bankruptcy decision pronounced in one country has legal consequences wherever the bankrupt individual possesses assets (Hikmah, 2007). In the following discussion, the implementation of the Universality Principle in several international instruments will be delineated below:

a. UNCITRAL Model Law on Cross-Border Insolvency with Guide to Enactment

The United Nations Commission on International Trade Law (UNCITRAL) is a United Nations organization specializing in international trade law. In 1997, it developed a model law and convention in the field of commercial transactions to enhance the harmonization and unification of transaction laws. UNCITRAL established a Model Law on Cross-Border Insolvency with Guide to Enactment, adopted by several countries since 1997, to complement modern bankruptcy laws in anticipating and addressing Cross-Border Bankruptcy disputes.

The implementation of the Universality Principle in the Model Law is evident in the description of the objectives of Part 2 of the Model Law, which states the following:

“The Model Law respects the differences among national procedural laws and does not attempt a substantive unification of insolvency law. Rather, it provides a framework for cooperation between jurisdictions, offering solutions that help in several modest but significant ways and facilitate and promote a uniform approach to cross-border insolvency.”

Based on the above description, in essence, the Model Law greatly respects the differences in legal jurisdiction among countries. Therefore, the Model Law does not focus on unifying the content of bankruptcy laws across countries. Instead, it provides a legal instrument or framework for inter-jurisdictional legislation. This legislative framework aims to provide a uniform approach to resolving Cross-Border Bankruptcy disputes. Furthermore, the Model Law offers at least 7 (seven) solutions in resolving Cross-Border Bankruptcy disputes, as follows:

- a) Granting access to foreign representatives to administer the assets of the bankrupt debtor.
- b) Recognizing foreign bankruptcy declaration judgments.

- c) Allowing transparent participation of foreign creditors in the bankruptcy dispute process.
- d) Permitting courts in the enforcing country to collaborate more effectively with foreign courts and foreign representatives involved in bankruptcy matters.
- e) Authorizing courts to seek assistance abroad.
- f) Establishing court jurisdiction and setting rules for coordination, where the bankruptcy proceedings in the enforcing country occur simultaneously with those in the foreign country.
- g) Providing the establishment of rules for coordination.

In general terms, the Model Law comprises provisions for Cross-Border Bankruptcy, consisting of 5 (five) main parts, outlined as follows:

- a) Part 1: General Provisions, consisting of 8 Articles.
- b) Part 2: Access of Foreign Representatives and Creditors to Courts in this State, comprising 6 articles.
- c) Part 3: Recognition of a Foreign Proceeding and Relief, consisting of 10 articles.
- d) Part 4: Cooperation with Foreign Courts and Foreign Representatives, comprising 3 articles.
- e) Part 5: Concurrent Proceedings, consisting of 5 articles.

Upon closer examination, as cited by Asnil (2018), the Model Law regulates at least 4 (four) crucial issues in resolving Cross-Border Bankruptcy disputes, as follows:

- a) Recognition of Foreign Bankruptcy Proceedings
Recognition of foreign representatives (Foreign Curators/Administrators) as part of the Cross-Border Bankruptcy dispute resolution process is governed by Chapter III Article 15 paragraph 1 of the Model Law. Under this provision, as articulated in Chapter III Article 15 paragraph 1 of the Model Law, foreign representatives are allowed to apply to the court in another country to recognize the proceedings and judgments of the bankruptcy court where they were appointed. For further clarification, the provisions of Chapter III Article 15 paragraph 1 of the Model Law state:
"A foreign representative may apply to the court for recognition of the foreign proceeding in which the foreign representative has been appointed."

The subsequent provisions detail the requirements for foreign representatives to pursue legal efforts for recognition of foreign bankruptcy judgments. These requirements include:

- a) Official copies of the court judgment and appointment of the foreign

representative (curator).

- b) A certificate explaining the court process and appointment of the representative (curator/administrator).
- c) If the above evidence is not available, other evidence acceptable and recognized by the relevant court may be provided.

b) Jurisdiction

Referring to Chapter 1 Article 2 of the Model Law, the term "foreign main proceeding" is mentioned, referring to the primary court forum handling the bankruptcy filing process to asset execution. This court forum is determined by the primary location or the main economic activity center and the location of the majority of the debtor's assets.

Furthermore, according to the explanation in Article 4 of the Model Law, it is known that the court competent in Cross-Border Bankruptcy is not limited to the jurisdiction of other courts upon request from foreign representatives. It is further explained that the court may not refuse to take legal action unless such action contradicts the public order of the relevant country.

c) Cooperation between National Courts and Foreign Courts and Representatives

In general, courts in countries that have agreed to Cross-Border Bankruptcy Agreements, both bilateral and multilateral regional agreements, and ratified this Model Law, intend to maximize cooperation and communication with foreign courts or representatives directly or through the executing parties, namely foreign curators or administrators. Referring to Article 26 of the Model Law, cooperation between National Courts and Foreign Courts and Representatives may include:

- a) Appointment of parties to act on behalf of the court (curator and supervisory judge).
- b) Communication regarding information deemed important by the court.
- c) Coordination regarding the administration and supervision of assets and other creditor interests.
- d) Coordination in the approval and implementation process by the court regarding the trial process.
- e) The relevant country may add cooperation points by mutual agreement

d) Execution of Bankruptcy Assets

After the recognition of foreign court bankruptcy proceedings and the establishment of coordination between cross-border courts, the next stage is the execution of assets located outside the jurisdiction of a country. In

practice, the Model Law explains the mechanism of executing bankruptcy assets as follows:

- a) The foreign main court bankruptcy judgment may serve as evidence that the creditors are in a bankrupt state. This aims to provide the court with a strong legal basis to execute or continue the bankruptcy process, including executing the assets of creditors declared bankrupt by a foreign court. This process involves foreign representatives or curators operating under the supervision of the main court.
- b) The party authorized by the court (curator/administrator) to reorganize or liquidate bankruptcy assets is granted the authority to act in a foreign country on behalf of the court according to the laws applicable in that country.

b. European Council Regulation No. 1346/2000 of May 2000 on Insolvency Proceeding

In 1990, the Council of Europe came up with the idea of cross-border insolvency resolution in Europe. In 2000, the European Council Regulation No. 1346/2000 of May 2000 on Insolvency Proceedings was formed, an international convention that has the big idea that the government where the debtor (center of his main street), has jurisdiction for the completion of the bankruptcy process (Hikmah, 2007). Furthermore, the main purpose of this convention is to create uniform regulations in the bankruptcy process. Thus, in the European Union, it is possible for court decisions from other European Union member states to be enforced.

The Applicability of The Universality Principle in Various Countries

A. Implementation of the Universality Principle in Singapore

In the Southeast Asian region, Singapore is one of the countries that applies the Universality Principle. In 2016, surprisingly, the commercial court in Singapore ruled in the case between *Re Opti-Medix Ltd* and *Re Gulf Pacific Shipping Ltd* using the Universality Principle. Singapore recognized the appointment of a foreign liquidator under the order of the Hong Kong court. Singapore is one of the countries that implements the UNCITRAL Model Law on Cross-Border Insolvency (1997). The Singapore Companies Act (Amendment) 2017 facilitates the recognition of cross-border insolvency processes in Singapore. The Singapore Companies Act (Amendment) 2017 has introduced the Model Law on Cross-Border Insolvency into Singaporean law (Sokol, 2021).

B. Implementation of the Universality Principle in the Philippines

The Philippine Bankruptcy Law was first enacted in 1909. According to Sutan Remi Sjahdeini, the provisions on cross-border bankruptcy in the Philippines essentially acknowledge and respect the jurisdiction of foreign courts (Sjahdeni, 2016). This can be seen in the provisions in the section on the Initiation of Proceedings, where the court will conduct hearings regarding bankruptcy or rehabilitation processes occurring in foreign jurisdictions after a petition is filed by representatives of foreign entities subject to foreign proceedings. Concerning recognition issues, the Philippines considers unilateral discretionary legislation as an effort to reform their bankruptcy legal instruments. The Philippines is currently preparing several draft legal instruments related to corporate rehabilitation known as the Corporate Recovery Act (CR Act) as a way to accommodate developments in international business accompanied by the resolution of bankruptcy legal disputes (Sokol, 2021)

4. Conclusion

The principle of universality in cross-border insolvency disputes is crucial in resolving issues arising from insolvency involving various jurisdictions. This principle allows for recognition and cooperation among countries in resolving cross-border insolvency disputes, thus enabling the efficient and fair administration of a debtor's insolvent estate worldwide. The principle of universality has been incorporated into various international legal instruments such as the UNCITRAL Model Law on Cross-Border Insolvency and European Council Regulation No. 1346/2000. Countries like Singapore and the Philippines have adopted this principle in their legal systems, demonstrating a commitment to the harmonization of cross-border insolvency laws.

International business agreements are a common source of cross-border insolvency. In these agreements, the applicable law must be determined for dispute resolution. If there is no choice of law, several theories can be used to determine the applicable law. The main elements in insolvency are the debtor, creditors, and debts. Insolvency law aims to protect the debtor's assets, prevent prejudicial actions against creditors, and deter arbitrary actions by creditors. Therefore, this study emphasizes the importance of the universality principle in resolving cross-border insolvency disputes and underscores the need for international harmonization of insolvency laws to achieve efficiency and fairness in managing a debtor's insolvent estate.

References

- Adams, E. S., & Finche, J. K. (2008). Coordinating cross-border bankruptcy: how territorialism saves universalism. *Colum. J. Eur. L.*, 15, 43.
- Aprita, S. (2018). *Hukum kepailitan dan penundaan kewajiban pembayaran utang : (perspektif teori)* (M. Idris (ed.)). Malang : Setara Press.
- Aprita, S., & Adhitya, R. (2019). *Etika Profesi Kurator*. CV. Pustaka Abadi.
- Aprita, S., & Adhitya, R. (2020). *Hukum Perdagangan Internasional*. PT. RajaGrafindo Persada-Rajawali Pers.
- Asnil, D. M. (2018). UNCITRAL Model Law on Cross Border Insolvency Sebagai Model Pengaturan Kepailitan Lintas Batas Indonesia dalam Integrasi Ekonomi ASEAN. *Undang: Jurnal Hukum*, 1(2), 323–346.
- Crystal, M. (2011). The Golden Thread: Universalism And Assistance In International Insolvency. *Jersey & Guernsey Law Review*, 1–11.
- Franken, S. M. (2014). Cross-border insolvency law: A comparative institutional analysis. *Oxford Journal of Legal Studies*, 34(1), 97–131.
- Ginting, E. R. (2019). *Hukum Kepailitan: Pengurusan dan Pembersihan Harta Pailit (Hukum Kepailitan Buku 3)*. Sinar Grafika.
- Guzman, A. T. (2000). International bankruptcy: In defense of universalism. *Michigan Law Review*, 98(7), 2177–2215.
- Hardjaloka, L. (2015). Kepailitan Lintas Batas Perspektif Hukum Internasional Dan Perbandingannya Dengan Instrumen Nasional Di Beberapa Negara. *Yuridika*, 30(3), 480–504.
- Hartini, R. (2002). *Hukum Kepailitan*. Proyek Peningkatan Penelitian Pendidikan Tinggi, Direktorat Jenderal Pendidikan Tinggi, Departemen Pendidikan Nasional.
- Hikmah, M. (2007). *Aspek-aspek hukum perdata internasional dalam perkara-perkara kepailitan*. Refika Aditama.
- LoPucki, L. M. (1998). Cooperation in international bankruptcy: A post-universalist approach. *Cornell L. Rev.*, 84, 696.
- Mertokusumo, S. (2019). *Mengenal hukum: Suatu pengantar*. Liberty.
- Mevorach, I. (2014). Cross-border insolvency of enterprise groups: the choice of law challenge. *Brook. J. Corp. Fin. & Com. L.*, 9, 107.
- Ouatu, M. (2014). *Modified universalism for cross-border insolvencies: does it work in practice?* University of British Columbia.
- Purwadi, A. (2016). *Dasar-Dasar Hukum Perdata Internasional*. Pusat Pengkajian Hukum dan Pembangunan (PPHP) Fakultas Hukum Universitas
- Putra, I. B. W. (2008). *Aspek-aspek hukum perdata internasional: dalam transaksi bisnis internasional*.
- Salim, H. S. (2005). *Hukum Kontrak: teori & teknik penyusunan kontrak*.
- Satrio, A., Kartikasari, R., & Faisal, P. (2020). Eksekusi Harta Debitor Pailit Yang Terdapat Di Luar Indonesia Dihubungkan Dengan Pemenuhan Hak-Hak Kreditor. *Ganesha Law Review*, 2(1), 96–108.
- Sjahdeini, S. R. (2016). *Sejarah, Asas, dan Teori Hukum Kepailitan (Memahami undang-undang No. 37 Tahun 2004 tentang Kepailitan dan Penundaan Kewajiban Pembayaran)*. Kencana.
- Sjahdeni, S. R. (2016). *Sejarah, Asas, dan Teori Hukum kepailitan (Memahami UU No. 32 Tahun 2004 tentang Kepailitan dan PKPU)*. Jakarta, Kencana Divisi Prenadamedia Group, Hlm, 284.
- Sokol, E. (2021). *The Fate of Universalism in Global Insolvency: Neoconservatism and New Horizons*. UC Law SF International Law Review.
- Subhan, H. (2009). *Hukum Kepailitan : Prinsip, Norma, dan Praktik di Peradilan* (Cetakan ke). Jakarta : Sinar Grafika.

- Tomasic, R. (2007). Insolvency law reform in Asia and emerging global insolvency norms. *Insolvency Law Journal*, 15, 229–242.
- Wojowasito, S. (1972). *Perkembangan ilmu bahasa (linguistik) abad 20: sebagai dasar pengajaran bahasa (hidup)*. Djurusan Bahasa & Sastra Indonesia, FKSS-IKIP.
- Yogiswari, N. M. D., & Purwanto, I. W. N. (2023). Responsibility Of Insurance Companies Declared Bankrupt For The Repayment Of Policyholders' receivables. *Policy, Law, Notary And Regulatory Issues*, 2(3), 265–270.
- Yuhelson. (2019). *Hukum Kepailitan di Indonesia*. Ideas Publishing.
- Zainuddin. (2013). *Interpretasi tentang makna dan kedudukan "open bare ode" Terkait Dengan Permohonan Putusan Arbitrase Asing di Indonesia*. PUSLITBANG MA RI.