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Subcontractor Standing and the Requirement of Creditor Plurality in Suspension of Debt Payment Obligations (PKPU) Proceedings: A Case Study of Decision No. 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby

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Abstract

This study examines the legal standing of subcontractors in Suspension of Debt Payment Obligations (PKPU) proceedings under Article 222 of Law No. 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. Subcontractors often face legal vulnerability because they lack a direct contractual relationship with project owners despite fulfilling their contractual obligations. The central legal issue concerns whether subcontractors satisfy the creditor qualification required under Article 222 and thereby obtain legal protection in PKPU proceedings. This research employs normative legal methods using statutory, conceptual, and case approaches, focusing on Decision No. 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby. The analysis applies the doctrine of *derdenbeding* to assess the creation of enforceable rights for third parties within contractual arrangements, while John Rawls's theory of justice evaluates whether judicial reasoning adequately protects economically vulnerable parties in construction disputes. The findings reveal that subcontractors may acquire creditor status when contractual structures and supplementary agreements expressly grant direct rights against project owners, thereby fulfilling the legal requirements for claim recognition in PKPU proceedings. The analyzed decision demonstrates that judicial recognition of creditor status depends not only on unpaid obligations but also on the existence of a legally enforceable relationship capable of generating a valid claim. This study contributes to insolvency and construction law scholarship by clarifying the doctrinal test for subcontractor standing in PKPU cases and demonstrating how *derdenbeding* clauses operationalize principles of fairness through judicial reasoning. Accordingly, PKPU functions as both a debt restructuring mechanism and a framework for balancing the interests of project owners, contractors, and subcontractors.

KEYWORDS

creditor legal standing; derdenbeding; construction contracts; suspension of debt payment obligations (pkpu); subcontractor rights.

Introduction

The development of bankruptcy and debt restructuring practices in Indonesia has revealed increasing tension between formal legal doctrines and the realities of contemporary commercial relationships (Andani & Pratiwi, 2021; Dirgantara & al., 2025). One of the primary mechanisms available to financially distressed debtors is Penundaan Kewajiban Pembayaran Utang (PKPU), regulated under Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations. PKPU is designed to facilitate debt restructuring through negotiations between debtors and creditors, thereby preserving business continuity and avoiding liquidation (Undang-Undang Republik Indonesia Nomor 37 Tahun 2004 Tentang Kepailitan Dan Penundaan Kewajiban Pembayaran Utang, 2004). Consistent with the going concern principle, PKPU seeks to balance the interests of debtors and creditors while maintaining economic productivity (Slamet & Olivia, 2021). However, the effectiveness of this mechanism depends not only on statutory requirements but also on the ability of legal doctrine to accommodate increasingly complex contractual relationships. This challenge is particularly evident in the construction sector, where project owners, main contractors, and subcontractors operate through layered contractual arrangements that often generate indirect claims and payment disputes (Ikhsan, 2025). As PKPU applications continue to increase, reaching 611 cases in 2023 (Rongkonusa et al., 2023), questions concerning the legal standing of parties whose claims arise indirectly from construction contracts have become increasingly significant.

The problem emerges from the statutory requirement that a PKPU petition may only be submitted where a debtor has at least two creditors and fails to pay a due and payable debt. Normatively, the concept of creditor refers to a party possessing a claim enforceable before a court, whether originating from an agreement or statutory provisions (Hutagaol & Habeahan, 2025). Nevertheless, the legislation does not expressly address situations involving subcontractors who possess economic interests arising from construction projects but lack direct contractual relationships with project owners. In practice, subcontractors commonly perform work under supplementary agreements connected to the principal contract between the project owner and the main contractor (Iswandy & Elsina L, 2025). Such arrangements create uncertainty regarding whether subcontractors may independently assert creditor status when payment obligations remain unsatisfied. Consequently, the central doctrinal issue concerns the interpretation of creditor plurality under Article 222 of the PKPU Law and the extent to which indirect contractual relationships can generate legally recognizable creditor rights.

This doctrinal uncertainty is illustrated in the decision of the Commercial Court at the District Court of Surabaya Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby (*Putusan Homologasi No. 27/Pdt.Sus-PKPU/2024/PN Niaga Sby*, 2024). Procedurally, the case concerned a PKPU petition filed against a project owner based on claims arising from construction-related contractual arrangements. Substantively, however, the court was required to determine whether a subcontractor could be recognized as an “other creditor” for the purpose of satisfying the creditor plurality requirement under Article 222. The court’s reasoning focused not merely on the existence of unpaid obligations but on whether the contractual framework established a legally enforceable relationship capable of generating an independent claim against the project owner. Accordingly, the ratio decidendi of the decision lies in the court’s assessment of the juridical basis of the subcontractor’s claim rather than the economic reality of the construction project alone. The decision is doctrinally significant because it addresses a recurring but underexamined issue in Indonesian insolvency law: whether indirect contractual arrangements may constitute sufficient legal grounds for recognizing creditor status in PKPU proceedings.

Previous studies have generally examined PKPU (Penundaan Kewajiban Pembayaran Utang) from the perspectives of debt restructuring, creditor protection, insolvency procedures, and business continuity, yet limited attention has been devoted to the doctrinal status of subcontractors within creditor plurality requirements, particularly where claims arise through interconnected contractual structures (Haichal, 2022). Existing scholarship has also tended to assume the existence of direct legal relationships between debtors and creditors, leaving unresolved the question of how indirect creditors should be treated under Article 222 (Pasal 222) of Law No. 37 of 2004 on Bankruptcy and Penundaan Kewajiban Pembayaran Utang (Simanjuntak, 2023). This unresolved issue constitutes a doctrinal gap because the statutory framework provides no explicit test for determining when a subcontractor may acquire creditor standing in PKPU proceedings (Akbar et al., 2021). Consequently, there remains a need for a systematic analysis that connects contractual doctrine, creditor qualification, and judicial interpretation within a coherent legal framework (Ismail, 2022).

Based on this background, this study addresses two principal research questions. First, what is the normative and doctrinal meaning of the phrase “a debtor has two or more creditors” as a requirement for filing a PKPU petition? Second, can a subcontractor who lacks a direct contractual relationship with the project owner be legally recognized as an “other creditor” in a PKPU application submitted by the main contractor? To answer these questions, this study employs a normative juridical approach using statutory, conceptual, and case analyses (Hardiya Putra, 2025; Sihaloho, 2024). The novelty of this article lies in its formulation of a doctrinal framework for assessing subcontractor standing within PKPU proceedings by integrating creditor plurality requirements with the contractual doctrine of third-party rights. The article advances the thesis that subcontractors may be recognized as creditors when the contractual structure creates legally enforceable rights capable of establishing an independent claim against the project owner. By clarifying this doctrinal test through the analysis of Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby, this study contributes to the development of Indonesian insolvency law and provides a more precise framework for evaluating creditor status in complex construction disputes.

Methods

Type of Research

This study employs normative legal research, which is appropriate because the central issue concerns the interpretation and application of legal norms governing creditor status in Suspension of Debt Payment Obligations (PKPU) proceedings rather than the observation of social behavior or empirical legal practices. The research focuses on resolving a doctrinal problem arising from the interpretation of Article 222 of Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, particularly regarding whether a subcontractor who lacks a direct contractual relationship with a project owner may nevertheless be recognized as a creditor for the purposes of PKPU proceedings.

The analysis is conducted at the doctrinal level through three complementary approaches: a statutory approach, a conceptual approach, and a case approach. The statutory approach is used to examine the legal requirements governing creditor plurality and debt obligations under the PKPU regime. The conceptual approach analyzes relevant legal doctrines, particularly the doctrine of *derdenbeding* and theories concerning creditor rights, contractual relationships, and third-party legal interests. The case approach focuses on Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby to evaluate the judicial reasoning applied in determining whether a subcontractor may qualify as an “other creditor” within the meaning of Article 222.

Accordingly, this research emphasizes statute interpretation, doctrinal reasoning, and judicial analysis to reconstruct the legal criteria for creditor recognition in complex construction contracts. Through this approach, the study seeks to identify the normative basis upon which subcontractors may obtain legal standing in PKPU proceedings and to formulate a doctrinal framework capable of explaining the legal reasoning underlying creditor qualification in cases involving indirect contractual relationships.

Research Focus

This study focuses on exploring legal norms and doctrines related to the interpretation of the phrase "a debtor has two or more creditors" as a requirement for submitting a PKPU application. Furthermore, it analyzes whether subcontractors who do not have a direct contractual legal relationship with the project owner (in this case as the debtor) can be recognized as "other creditors" in a PKPU application submitted by the contractor (in this case as the main creditor).

Research Approaches

This research adopts statutory, case, and conceptual approaches as complementary methods for examining the legal standing of subcontractors in Suspension of Debt Payment Obligations (PKPU) proceedings. The statutory approach is employed to analyze the provisions of Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations, particularly the legal requirements relating to creditor status, creditor plurality, and the filing of PKPU petitions. This approach serves as the primary normative framework for identifying the legal criteria governing the recognition of creditors within insolvency proceedings.

The conceptual approach is used to examine relevant legal doctrines and theoretical concepts concerning creditor rights, contractual relationships, third-party beneficiary arrangements (*derdenbeding*), and the legal position of subcontractors within complex construction contracts. Through this approach, the study develops a doctrinal framework for assessing whether indirect contractual relationships may generate legally enforceable claims capable of establishing creditor standing.

The case approach focuses on the analysis of the Surabaya Commercial Court Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby dated 6 August 2024 (Decision No. 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby, 2024). This decision was selected because it directly addresses the unresolved doctrinal issue of whether a subcontractor lacking a direct contractual relationship with a project owner may nevertheless be recognized as a creditor in PKPU proceedings. The case is therefore pivotal for examining the interpretation of creditor qualification under Article 222 of the PKPU Law. The analysis is conducted by identifying the legal issues presented before the court, examining the court's reasoning (*ratio decidendi*), and evaluating how the court interpreted the relationship between contractual rights and creditor status. Accordingly, the statutory approach provides the normative legal framework, the conceptual approach supplies the doctrinal tools of analysis, and the case approach tests the application of those norms and doctrines through judicial reasoning. The integration of these approaches enables a comprehensive assessment of the legal basis upon which subcontractors may obtain creditor standing in PKPU proceedings.

Legal Materials

The legal materials used in this research consist of primary, secondary, and tertiary sources:

1. Primary Legal Materials refer to authoritative legal sources, including statutory regulations and judicial decisions. These include:

The Indonesian Civil Code;

Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligation (Undang-Undang Republik Indonesia Nomor 37 Tahun 2004 Tentang Kepailitan Dan Penundaan Kewajiban Pembayaran Utang, 2004);

Decision of the Commercial Court at the District Court of Surabaya Number 27/Pdt.Sus-PKPU/2024/PN Niaga Sby, dated August 6, 2024.

2. Secondary Legal Materials consist of materials closely related to primary sources and serve to support analysis and understanding. These include legal doctrines, expert opinions, and theoretical frameworks derived from legal literature such as textbooks, prior research, journal articles, and other academic publications relevant to the study.
3. Tertiary Legal Materials provide supplementary explanations or guidance regarding primary and secondary materials. These include dictionaries (such as the Indonesian Dictionary), legal term glossaries, encyclopedias, and other relevant reference sources.

Data Collection

As a normative legal study, this research utilizes a literature-based data collection method. Data are obtained through library research, which constitutes an indirect method not involving direct interaction with research subjects. The data are collected from various sources, including legal literature, academic journals, statutory regulations, draft legislation, prior research findings, and scholarly articles relevant to the issues under investigation.

Legal Material Analysis Technique

The legal materials are analyzed using a qualitative approach and presented descriptively by systematically elaborating and interpreting findings in accordance with the relevant research issues. At the final stage, the analysis serves as the basis for drawing conclusions that address the formulated legal problems.

Result and Discussion

The requirement that "a debtor has two or more creditors" constitutes a fundamental element of PKPU proceedings because it reflects the collective nature of debt restructuring under the principles of *paritas creditorium* and *pari passu pro rata parte*. As an established doctrine, creditor plurality ensures that PKPU functions as a mechanism for resolving obligations involving multiple creditors rather than as a forum for settling bilateral contractual disputes. However, the analysis conducted in this study demonstrates that the practical application of this requirement extends beyond a purely numerical assessment of creditor existence. The examination of Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby reveals that the central issue is not merely whether two or more parties assert claims against the debtor, but whether those parties possess legally recognizable creditor status under the PKPU framework. The court's reasoning indicates that creditor plurality must be supported by valid and enforceable legal claims capable of establishing a juridical relationship with the debtor. This finding refines the conventional understanding of creditor plurality by demonstrating that the requirement operates as both a quantitative and qualitative test. Accordingly, the case confirms the doctrinal importance of creditor plurality while simultaneously clarifying that the legal characterization of a creditor is decisive in determining whether the statutory requirements of Article 222 are satisfied. This interpretation becomes particularly significant in construction disputes, where the existence of indirect contractual relationships may complicate the determination of creditor status and, consequently, the fulfillment of the plurality requirement (see Table 1).

Table 1. Interpretation of Creditor Plurality in PKPU Requirements

No	Legal Element	Normative Basis	Interpretation	Implication
1	Debtor has ≥2 creditors	Bankruptcy Law doctrine	Collective proceeding requirement	Ensures equitable distribution
2	Paritas creditorium	Equality principle	Equal legal standing among creditors	Prevents discrimination
3	Pari passu pro rata parte	Proportional distribution	Payment based on claim proportion	Promotes fairness
4	Collective restructuring	PKPU mechanism	Negotiated settlement framework	Avoids liquidation

Source: Author's Analysis (2026)

Table 2. Legal Position of Subcontractors in PKPU Proceedings

No	Aspect	Traditional View	Contemporary Interpretation	Legal Consequence
1	Contractual relationship	Direct only	Direct and indirect	Expanded creditor recognition
2	Basis of claim	Formal contract	Economic benefit (beneficial ownership)	Substantive justice
3	Third-party rights	Not recognized	Recognized via *derdenbeding*	Enforceable claims
4	Legal standing	Limited	Inclusive	Enhanced legal protection

Source: Author's Analysis (2026)

Second, this study finds that the legal standing of subcontractors in PKPU proceedings is not determined solely by the existence of a direct contractual relationship with the project owner. However, such recognition cannot be based merely on economic involvement in a construction project or on the fact that the subcontractor has performed work that ultimately benefits the project owner. The analysis demonstrates that a subcontractor may be recognized as an "other creditor" only when a juridical basis exists that creates a legally enforceable claim against the project owner. In this regard, the relevant normative test is whether the contractual structure, including supplementary agreements or *derdenbeding* clauses, expressly or implicitly grants rights that enable the subcontractor to assert a claim directly against the debtor. Accordingly, creditor status arises from legally recognizable rights rather than from economic participation alone.

The analysis of Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby supports this conclusion. The court's reasoning did not simply rely on the fact that the project owner benefited from the subcontractor's performance. Rather, the court examined whether the contractual arrangements and the factual circumstances of the project established a sufficient legal basis for recognizing the subcontractor's claim within the framework of Article 222 of the PKPU Law. Therefore, the significance of the decision lies in its movement beyond a strictly formal interpretation of contractual privity while remaining grounded in legally recognizable obligations. The decision suggests that indirect contractual relationships may support creditor recognition when they create enforceable rights capable of generating an independent claim against the debtor.

Nevertheless, this recognition is not unlimited. A subcontractor cannot automatically acquire creditor status solely because it participated in a project or suffered economic loss arising from the debtor's financial difficulties. Recognition remains contingent upon the existence of a demonstrable legal relationship, contractual entitlement, or other juridical basis that connects the subcontractor's claim to the debtor. This limitation is essential to preserve legal certainty and to prevent the creditor plurality requirement under Article 222 from being satisfied by parties who possess only indirect economic interests without legally enforceable rights.

Moreover, the findings indicate that the homologation process in the examined case resulted in a relatively balanced allocation of rights and obligations among the parties. Subcontractors were able to obtain payment for their claims, while the main contractor maintained operational continuity through structured payment arrangements. This outcome supports the *going concern* principle and demonstrates that PKPU can function as an effective legal mechanism for resolving financial distress without resorting to bankruptcy liquidation. It further illustrates that negotiated settlements within PKPU proceedings are capable of producing mutually beneficial outcomes that integrate legal certainty with economic justice (see Table 2).

From a doctrinal perspective, the recognition of subcontractors as creditors must ultimately rest upon the existence of legally enforceable rights arising from contractual arrangements or other recognized legal grounds. Accordingly, the primary basis for creditor status remains the interpretation of Article 222 of the PKPU Law and the applicable principles of contract law. However, the analysis reveals an interpretive dilemma where positive law does not explicitly regulate the position of subcontractors whose claims arise through indirect contractual relationships. In such circumstances, the issue is not whether justice can replace legal doctrine, but how competing interpretations of existing legal norms should be evaluated when more than one interpretation is legally plausible.

Within this context, John Rawls's theory of justice serves as an interpretive framework rather than an independent source of legal rights. The relevance of Rawls's difference principle lies in its ability to assess whether a restrictive interpretation of creditor status, which excludes subcontractors solely because of the absence of contractual privity, is preferable to a broader interpretation that recognizes legally enforceable third-party rights. Where both interpretations remain compatible with the statutory framework, the Rawlsian approach provides a normative justification for preferring the interpretation that offers greater protection to parties occupying structurally vulnerable positions within construction projects. Thus, the theory assists in resolving ambiguity within positive law rather than displacing it.

This distinction is important because the recognition of subcontractors as creditors is not founded on considerations of fairness alone. Rather, creditor status must first be established through doctrinal analysis of contractual rights and legal obligations. Justice-based reasoning operates at a secondary level by guiding the interpretation of uncertain legal norms and supporting an interpretation that promotes equitable treatment within insolvency proceedings. In this respect, the findings are also consistent with creditors' bargain theory and value-based approaches that emphasize fairness, efficiency, and the prevention of unjust enrichment while remaining grounded in legally recognizable claims.

In sum, this study confirms that PKPU should not be understood merely as a procedural legal framework but as an instrument of distributive economic justice. The integration of normative interpretation, contractual principles, and judicial reasoning highlights the necessity of adopting a more adaptive and inclusive legal approach to address the complexities of contemporary business relationships, particularly in sectors characterized by multi-layered contractual structures such as construction.

The Ratio Legis of the Creditor Plurality Requirement within the Dimension of Legal Certainty

The requirement of creditor plurality (*concursus creditorum*), as stipulated in Article 222 paragraph (1) of Law Number 37 of 2004, constitutes a fundamental prerequisite for the initiation of PKPU proceedings. The provision requires that a debtor have at least two creditors and fail to pay at least one due and payable debt. Within the PKPU framework, this requirement serves not merely as a procedural threshold but as a normative mechanism that preserves the collective nature of debt restructuring(Hutagaol & Habeahan, 2025; Prabowo, 2024; Putri, 2025). Unlike ordinary civil litigation, which focuses on the resolution of disputes between individual parties, PKPU is designed to facilitate a restructuring process that accommodates the interests of multiple creditors simultaneously. Consequently, the creditor plurality requirement functions as a safeguard against the use of PKPU as a mere debt collection instrument by a single creditor and ensures that the process remains directed toward collective debt settlement and business continuity (Amelia & Nurkhaerani, 2025; Sari et al., 2025).

Existing doctrinal discussions generally emphasize creditor plurality as a formal condition for commencing insolvency proceedings. However, this study argues that creditor plurality under Article 222 performs a broader doctrinal function within PKPU. The requirement does not merely involve counting the number of creditors but also requires determining whether the parties relied upon to satisfy the plurality requirement possess legally recognizable creditor status. This distinction becomes particularly significant in PKPU proceedings because the objective is not liquidation, as in bankruptcy, but the formulation of a restructuring plan capable of binding all affected creditors. Accordingly, the identification of who qualifies as a creditor directly influences the legitimacy of the restructuring process and the scope of parties entitled to participate in it.

This interpretation has important implications for the legal position of subcontractors in construction disputes. The central issue is not simply whether a subcontractor has suffered economic loss arising from a project, but whether the subcontractor possesses a legally enforceable claim capable of establishing creditor status under Article 222. Therefore, the creditor plurality requirement becomes inseparable from the doctrinal question of creditor qualification. The analysis of subcontractor standing demonstrates that the fulfillment of *concursus creditorum* depends not only on the numerical existence of multiple claimants but also on the legal validity of the claims asserted. In this respect, the present study extends existing scholarship by proposing that creditor plurality in PKPU should be understood as both a quantitative requirement and a qualitative assessment of legally recognizable creditor rights, particularly in cases involving indirect contractual relationships within complex construction projects (Casey, 2020; Pribadi et al., 2021).

From the perspective of the *paritas creditorum* principle, all assets of the debtor are positioned as a common guarantee (*commune opulatum*) for the benefit of all creditors. In this regard, the absence of creditor plurality would render the principle of *pari passu pro rata parte* operationally irrelevant, as there would be no competing claims requiring proportional distribution (Oktapani, 2024; Saija, 2024). Therefore, the juridical interpretation of the plurality requirement should not be limited to a formal prerequisite, but must also be understood as a mechanism ensuring legal certainty, affirming that PKPU remains within the framework of collective creditor interests (Yakub, 2024). The Meaning of Creditor Plurality in PKPU Petitions :

In the context of PKPU applications, the debtor is required to have “two or more creditors.” This plurality requirement embodies several fundamental legal principles.

A) Reflects the principle of collectivity, wherein PKPU operates as a collective proceeding tool designed to resolve debt obligations for the benefit of all creditors.
B) Upholds the principle of justice, encompassing both *paritas creditorum* (equality among creditors) and *pari passu pro rata parte* (proportional distribution), thereby ensuring that no creditor is unjustly prioritized over others.
C) Establishes the legitimacy of PKPU itself; in the presence of only a single creditor, the essential nature of PKPU as a forum for collective negotiation would be fundamentally undermined.

Accordingly, creditor plurality is not merely a technical requirement, but a substantive legal condition that preserves the philosophical, juridical, and functional coherence of the PKPU regime within the broader framework of insolvency law.

Deconstructing the Principle of Privity of Contract in Relation to the Legal Standing of Subcontractors

The orthodox doctrine of *privity of contract* provides that contractual rights and obligations arise only between parties who have entered into a contractual agreement. Under this principle, a subcontractor generally cannot assert contractual claims against a project owner because no direct contractual relationship exists between them. Within construction projects, this doctrine serves important functions by preserving contractual certainty, defining the scope of legal obligations, and preventing the expansion of liability to parties who were not originally bound by the agreement (Kenting & Parulian, 2022; Khasanah & Lumbanraja, 2022). Consequently, the absence of contractual privity constitutes the general rule and remains a significant barrier to the recognition of subcontractors as creditors in PKPU proceedings.

Nevertheless, the doctrine is not absolute. Indonesian contract law recognizes limited exceptions through Article 1317 of the Civil Code, which permits a contract to confer rights upon a third party (*derdenbeding*). Under this mechanism, a subcontractor may acquire an independent right against a project owner where the principal contract expressly or implicitly demonstrates the parties’ intention to grant a direct benefit enforceable by the third party. Accordingly, the legal significance of *derdenbeding* lies not in abandoning the doctrine of privity but in providing a legally recognized extension of contractual rights under specific circumstances. In the context of PKPU, the validity of such claims depends on the existence of contractual provisions or related agreements that establish a sufficiently clear legal basis for the subcontractor to assert rights directly against the debtor.

The analysis conducted in this study indicates that subcontractor recognition cannot be based solely on participation in a construction project or on the existence of economic loss resulting from unpaid work. A more precise doctrinal test requires evidence that the contractual structure creates legally enforceable rights in favor of the subcontractor, whether through *derdenbeding* clauses, supplementary agreements, or other juridical arrangements capable of generating an independent claim. Where such legal foundations are absent, the doctrine of privity continues to bar direct claims against the project owner, and the subcontractor’s rights remain enforceable only against the main contractor.

From a functional perspective, the integration of subcontractor performance into a project and the economic benefits ultimately received by the project owner may support the interpretation of existing contractual arrangements, but such considerations cannot independently create creditor status (Sudirman et al., 2025). This distinction is important because a contrary approach would risk transforming every economically affected party into a potential creditor, thereby undermining legal certainty within PKPU proceedings. Therefore, the recognition of subcontractors as "other creditors" should be understood as a carefully limited doctrinal extension grounded in legally enforceable rights rather than as a wholesale rejection of contractual privity (Fadila, 2022; Putro & Badriyah, 2024). By adopting this approach, the study seeks to reconcile the traditional doctrine of privity with the realities of modern construction projects while preserving the legal certainty necessary for insolvency proceedings.

The Legal Standing of Subcontractors as Other Creditors. The central issue in this discussion concerns whether subcontractors, who lack direct contractual relationships with project owners, can be recognized as creditors within PKPU proceedings. The legal analysis encompasses several key dimensions:

1. from the standpoint of *functional legal relationships*, although constrained by the doctrine of *privity of contract* which limits rights and obligations to contracting parties subcontractors often maintain a derivative legal connection through additional agreements that depend on the principal contract between the project owner and the main contractor. This indirect linkage establishes a functional basis for legal recognition.
2. in terms of *beneficial ownership*, the legal position of subcontractors may be acknowledged where it can be demonstrated that the project owner has received direct economic benefits from the work performed by the subcontractor. Such material benefit constitutes a substantive justification for recognizing the subcontractor's claim.
3. protection through *derdenbeding* (stipulation for the benefit of a third party) significantly strengthens the subcontractor's legal standing. Where the principal contract explicitly incorporates a clause conferring rights upon third parties in accordance with Article 1317 of the Indonesian Civil Code, subcontractors are granted a direct legal entitlement to claim payment from the project owner.

Taken together, these dimensions indicate that the recognition of subcontractors as "other creditors" in PKPU should not be confined to formal contractual privity, but must also consider functional relationships, economic realities, and doctrinal developments in contract law.

The Dialectics of Justice and the Prevention of Unjust Enrichment

Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby provides an important illustration of how courts may interpret creditor status in PKPU proceedings where indirect contractual relationships are involved. The significance of the decision lies not in its departure from the statutory framework of Article 222 of the PKPU Law, but in the manner in which the court assessed whether the subcontractor possessed a legally recognizable claim capable of supporting creditor status. Rather than relying exclusively on a formal requirement of direct contractual privity, the court examined the broader contractual structure and the legal basis underlying the subcontractor's claim. In this respect, the decision demonstrates an interpretive approach that seeks to reconcile legal certainty with the practical realities of complex construction projects.

Within this context, John Rawls's theory of distributive justice serves as an interpretive framework for evaluating the competing legal interpretations available under positive law. The doctrinal issue concerns whether Article 222 should be interpreted narrowly so that only parties with direct contractual relationships may qualify as creditors, or more broadly so that parties possessing legally enforceable third-party rights may also be recognized. Rawls's difference principle assists in assessing these alternatives by providing a normative basis for preferring interpretations that offer protection to parties occupying structurally vulnerable positions, provided that such interpretations remain consistent with the statutory framework. Accordingly, the theory does not create creditor rights independently of positive law; rather, it helps explain why a broader interpretation of legally enforceable claims may be preferable where the statute itself does not explicitly resolve the issue.

Nevertheless, the principal basis for recognizing subcontractors as creditors remains doctrinal rather than philosophical. The decisive question is whether the subcontractor can demonstrate a valid legal relationship capable of generating an enforceable claim against the debtor. Justice-based considerations operate only as a secondary interpretive tool when the statutory text and contractual arrangements permit more than one plausible interpretation.

It should also be acknowledged that this study relies primarily on Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby. Consequently, the decision should not be treated as conclusive evidence of a broader transformation in Indonesian commercial court practice. Instead, it is more appropriately understood as a significant illustration of an interpretive approach that may indicate an emerging tendency toward a more substantive assessment of creditor status in complex commercial relationships. Further examination of additional PKPU decisions would be necessary to determine whether this approach represents a developing judicial trend or remains limited to the particular circumstances of the present case.

Moreover, the doctrine of *unjust enrichment* operates as a corrective mechanism against potential inequities. A project owner who has benefited from the work performed by a subcontractor without providing adequate compensation effectively obtains gains without a legitimate legal basis. Accordingly, the acknowledgment of subcontractors' claims within PKPU proceedings serves as an instrument to prevent unjust enrichment (Fatmawati, 2024; Rongkonusa et al., 2023). The successful homologation process in the case further demonstrates that PKPU functions not merely as a litigation mechanism, but also as a conflict resolution forum capable of producing mutually beneficial outcomes. The inclusion of subcontractors' receivables within the settlement scheme reflects the effectiveness of PKPU as a tool of distributive justice while simultaneously preserving business continuity (Nadler, 2024; Yunianti et al., 2025).

In the case study of the aforementioned decision, the court recognized the legal standing of subcontractors as "other creditors" based on the following considerations:

1. Application of John Rawls' Theory of Justice

   The recognition of subcontractors aligns with the concept of *Justice as Fairness*, particularly the *difference principle*, which posits that social and economic inequalities are only justifiable if they benefit the least advantaged parties. In this context, subcontractors are regarded as a vulnerable group within the construction value chain, thereby warranting legal protection.
2. Prevention of Unjust Enrichment

   The law must prevent project owners from unlawfully enriching themselves through the utilization of subcontractors' work without providing adequate compensation. Such a condition would constitute an illegitimate transfer of economic benefit, contradicting fundamental principles of equity and fairness.
3. Effectiveness of Settlement (Homologation)

The outcome of the case demonstrates that the PKPU mechanism effectively facilitated a settlement, whereby subcontractors received repayment of their claims following homologation. This evidences the function of PKPU not only as a procedural legal mechanism but also as an instrument for the equitable distribution of economic justice.

Juridical Implications: Reinterpretation of the Concept of "Debt" in PKPU

The findings of this study suggest that the concept of "debt" under the Bankruptcy and Suspension of Debt Payment Obligations Law (UUK-PKPU) should not be confined exclusively to obligations arising from direct contractual relationships. However, this interpretation does not imply an unlimited expansion of the statutory concept of debt. Article 222 of the UUK-PKPU requires the existence of a debt that is due and payable, which in turn presupposes a legally recognizable obligation capable of enforcement. Accordingly, the crucial issue is not whether a party has obtained an economic benefit from another party's performance, but whether such circumstances give rise to a legally enforceable claim that satisfies the statutory requirements of the PKPU framework.

The analysis of Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby supports this interpretation. The court's reasoning did not treat economic benefit alone as sufficient to establish creditor status. Rather, the court examined whether the contractual arrangements and surrounding legal circumstances created a juridical basis capable of supporting an independent claim against the debtor. Therefore, the significance of the decision lies in its recognition that legally enforceable obligations may arise through indirect contractual structures, provided that the claimant can demonstrate a valid legal foundation for the asserted debt.

Within this framework, the legal standing of subcontractors cannot be justified solely by their contribution to a project or by the fact that the project owner ultimately benefited from their work. Such circumstances may constitute relevant factual considerations, but they do not automatically create a debt within the meaning of the UUK-PKPU. Recognition remains contingent upon the existence of a due-and-payable claim supported by contractual provisions, third-party beneficiary arrangements (*derdenbeding*), supplementary agreements, or other legally recognized grounds capable of generating enforceable rights.

This limitation is essential to prevent excessive expansion of creditor status. If economic benefit alone were sufficient to establish a debt, the boundaries of creditor qualification under Article 222 would become uncertain, potentially undermining legal certainty in PKPU proceedings. Consequently, the broader interpretation proposed in this study should be understood as extending recognition only to claims that possess a demonstrable juridical basis, rather than to all parties affected by the debtor's economic activities (Ramadhini & Latumahina, 2025).

Furthermore, this reinterpretation carries significant implications for strengthening the role of commercial courts in ensuring inclusive legal protection for all business actors, particularly those who are structurally disadvantaged. Accordingly, PKPU should no longer be perceived merely as an instrument for debt restructuring, but also as a mechanism for the equitable distribution of economic justice within a complex and multilayered business ecosystem.

Interpretation of Key Findings

This study identifies a doctrinal tension within the application of Article 222 of the PKPU Law concerning the relationship between creditor plurality and creditor qualification. While the requirement that a debtor have two or more creditors is an established element of PKPU proceedings, the analysis demonstrates that its application cannot be separated from the prior determination of who legally qualifies as a creditor. The significance of this issue becomes apparent in construction disputes, where subcontractors often occupy an intermediate position between direct contractual entitlement and economic dependence upon the project owner.

The findings suggest that creditor plurality should be understood not merely as a numerical requirement but as a legal assessment of whether multiple parties possess enforceable claims capable of participating in a collective restructuring process. This interpretation preserves the collective function of PKPU while avoiding an overly formalistic approach that automatically excludes parties whose rights arise through legally recognized indirect contractual arrangements. At the same time, the study rejects the view that economic involvement alone is sufficient to establish creditor status. Such recognition remains contingent upon the existence of a valid juridical basis capable of generating a due-and-payable claim.

Accordingly, the contribution of this study lies not in redefining the doctrine of creditor plurality itself, but in clarifying its application in cases involving complex contractual structures. By linking creditor qualification to the assessment of legally enforceable rights, the study proposes a doctrinal framework that reconciles the collective objectives of PKPU with the realities of contemporary construction transactions. This synthesis demonstrates that the central legal issue is not simply the number of creditors involved, but the legal basis upon which creditor status is recognized within insolvency proceedings.

Second, the study finds that subcontractors, despite lacking direct contractual relationships with project owners, may be recognized as creditors under certain conditions. Specifically, recognition is possible where there is an additional contractual relationship derived from the principal contract, or where factual and functional legal relationships exist, such as the provision of services that directly benefit the project owner . This expands the traditional doctrine of *privity of contract*, suggesting that legal standing may arise not only from formal agreements but also from economic reality and benefit attribution.

Furthermore, the application of the *derdenbeding* principle emerges as a crucial legal mechanism to strengthen subcontractor protection. By explicitly granting subcontractors the right to claim performance from the project owner, legal uncertainty can be minimized . These findings reinforce the argument that PKPU functions not only as a procedural mechanism for debt restructuring but also as an instrument of distributive justice, aligning with John Rawls's theory of *justice as fairness*, particularly the difference principle, which prioritizes the protection of the most disadvantaged parties .

Comparison with Previous Studies

The findings of this study are broadly consistent with contemporary insolvency law theories, particularly the creditor's bargain theory, which views insolvency proceedings as collective mechanisms designed to coordinate creditor interests and maximize value distribution. However, the contribution of this study extends beyond the general proposition that creditor interests should be protected collectively. Existing Indonesian scholarship on PKPU has predominantly focused on creditor protection, debt restructuring mechanisms, and the procedural requirements for establishing creditor plurality. Similarly, studies concerning construction contracts have generally examined the contractual relationship between project owners and contractors while treating subcontractors as parties whose rights are primarily enforceable against the main contractor.

This study agrees with prior scholarship that creditor status must ultimately be grounded in legally recognizable rights and obligations. Nevertheless, it departs from conventional interpretations by addressing a doctrinal issue that has received limited attention in Indonesian PKPU literature, namely the legal status of subcontractors whose claims arise through indirect contractual structures. Rather than treating creditor plurality solely as a numerical requirement, the analysis demonstrates that the determination of creditor status is a prior and decisive question in assessing compliance with Article 222 of the PKPU Law.

The novelty of this study therefore lies in its formulation of a doctrinal framework linking creditor qualification, third-party beneficiary arrangements (*derdenbeding*), and creditor plurality within PKPU proceedings. Through the analysis of Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby, the study argues that subcontractors may be recognized as creditors not because they participate in a project or suffer economic loss, but because specific contractual structures may generate legally enforceable claims against the debtor. In this respect, the findings remain consistent with collective insolvency principles and comparative insolvency frameworks, while providing a more precise doctrinal explanation for creditor recognition in complex construction disputes under Indonesian law.

However, this study diverges from traditional civil law interpretations that strictly adhere to the doctrine of *privity of contract*, where only parties directly bound by contract are entitled to claim rights. The empirical case analysis demonstrates that such a rigid approach may fail to accommodate the complexities of modern construction projects, where multi-layered contractual relationships create indirect yet substantive legal interests. This finding highlights a doctrinal shift toward a more progressive and adaptive legal interpretation, particularly in the context of Indonesian PKPU practice. Moreover, while prior studies emphasize legal certainty and formal requirements in determining creditor status, this research introduces a justice-oriented perspective by integrating Rawlsian theory. It argues that legal interpretation in PKPU should not only ensure procedural compliance but also substantively protect vulnerable parties, such as subcontractors, who are often structurally disadvantaged in construction supply chains.

Limitations and Cautions

Despite its contributions, this study has several limitations. First, the normative juridical approach limits the ability to empirically verify how consistently these legal interpretations are applied across different court decisions. Although the study incorporates case analysis, it remains largely doctrinal and interpretative in nature.

Second, the reliance on a specific case (Decision No. 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby) may limit the generalizability of findings, as judicial reasoning may vary across jurisdictions and cases. The ambiguity identified in determining subcontractor status as creditors also indicates that legal interpretation remains highly dependent on judicial discretion, which may lead to inconsistent outcomes .

Third, the complexity of proving subcontractor claims within the framework of “simple proof” (*pembuktian sederhana*) in PKPU proceedings presents practical challenges. The presence of disputed claims and unclear contractual structures may render cases unsuitable for summary procedures, thereby undermining the efficiency objective of PKPU . These limitations suggest the need for caution in generalizing the study’s conclusions without further empirical validation.

Recommendations for Future Research

Future research should adopt a socio-legal or empirical approach to examine how courts in different jurisdictions interpret subcontractor status in PKPU proceedings. A comparative study across multiple cases would provide deeper insights into patterns of judicial reasoning and enhance the robustness of findings. Additionally, further research should explore the practical implementation of *derdenbeding* clauses in construction contracts and assess their effectiveness in preventing disputes related to subcontractor claims. This includes analyzing contract drafting practices and their alignment with insolvency law principles.

Moreover, interdisciplinary approaches integrating legal analysis with economic and business perspectives are recommended to better understand the distributional impact of PKPU mechanisms on various stakeholders. Expanding the scope of research to include other sectors beyond construction would also contribute to a more comprehensive understanding of creditor protection in complex commercial relationships. Finally, future studies should examine the potential for legal reform, particularly in clarifying statutory definitions of “creditor” within PKPU law, to reduce ambiguity and enhance legal certainty while maintaining substantive justice for vulnerable parties.

Conclusion

This study examined the doctrinal interpretation of creditor plurality under Article 222 of Law Number 37 of 2004 concerning Bankruptcy and Suspension of Debt Payment Obligations and analyzed the legal standing of subcontractors in PKPU proceedings involving project owners. The analysis demonstrates that the requirement that a debtor have two or more creditors is not merely a numerical condition but also requires an assessment of whether the parties relied upon to satisfy the plurality requirement possess legally recognizable creditor status. In this respect, creditor plurality functions as a mechanism that preserves the collective character of PKPU and distinguishes it from ordinary bilateral debt disputes.

The study further finds that the legal standing of subcontractors cannot be determined solely by the existence or absence of direct contractual privity. Rather, recognition as a creditor depends upon the existence of a juridical basis capable of generating a legally enforceable claim against the debtor. Such a basis may arise from contractual arrangements, including *derdenbeding* clauses or other legal structures that confer enforceable rights upon third parties. Conversely, economic involvement in a project or the receipt of indirect benefits by the project owner is insufficient, by itself, to establish creditor status under the PKPU framework.

The principal doctrinal contribution of this study is the formulation of an interpretive framework that links creditor qualification with creditor plurality in PKPU proceedings. The study argues that the determination of creditor status is a prior and essential inquiry in assessing compliance with Article 222, particularly in disputes involving indirect contractual relationships. Through the analysis of Decision Number 27/Pdt.Sus-PKPU/2024/PN.Niaga.Sby, the study demonstrates how legally enforceable third-party rights may provide a basis for creditor recognition without departing from the statutory requirements of the PKPU regime. The conclusions of this study should be understood within the limits of its normative methodology and its focus on a specific judicial decision. Accordingly, the findings do not establish a general judicial trend regarding subcontractor recognition in PKPU proceedings. Future research may expand upon this analysis through broader examinations of court decisions and contractual practices to assess the extent to which similar interpretive approaches are adopted in other cases and sectors.

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