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Reorienting Bankruptcy Requirements for Limited Liability Companies Through a Simple-Proof Framework

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Original Article

Abstract

The ambiguity surrounding the legal standards of simple proof in bankruptcy and Suspension of Debt Payment Obligations proceedings may result in inconsistent judicial decisions, particularly in cases involving limited liability companies (LLCs) in which debts arise from court judgments or a second creditor emerges through the assignment of receivables (cessie). This study examines the normative boundaries of simple proof and develops legal indicators for assessing the validity and enforceability of debts, the fulfillment of the two-creditor requirement, and the good faith of the parties involved. Using a normative legal research methodology, this study adopts statutory, conceptual, and case-based approaches, with the findings analyzed through prescriptive qualitative analysis. The findings demonstrate that a final and legally binding court judgment does not automatically establish all the legal elements of a debt. Likewise, an assignment of receivables (cessie) must satisfy the applicable formal requirements and be legally enforceable against the debtor. Accordingly, this study proposes four substantive indicators, complemented by the principle of proportionality, as a framework for evaluating whether the simple-proof requirement has been satisfied. This framework provides a viability test for judicial scrutiny, thereby strengthening legal certainty, promoting consistency in judicial decisions, and ensuring more balanced legal protection for all parties involved.

Keywords: *Simple Proof, Bankruptcy, Suspension of Debt Payment Obligations, Assignment of Receivables (Cessie), Limited Liability Company*

Abstrak

Ketidakjelasan parameter pembuktian sederhana dalam hukum kepailitan dan Penundaan Kewajiban Pembayaran Utang berpotensi menimbulkan inkonsistensi putusan, khususnya terhadap perseroan terbatas ketika utang bersumber dari putusan pengadilan dan kreditor kedua dibentuk melalui pengalihan piutang (cessie). Penelitian ini bertujuan menganalisis batas normatif pembuktian sederhana serta merumuskan indikator hukum untuk menilai keabsahan dan ketertagihan utang, pemenuhan persyaratan dua kreditor, dan itikad para pihak. Penelitian menggunakan metode hukum normatif dengan pendekatan perundang-undangan, konseptual, dan kasus melalui analisis kualitatif preskriptif. Hasil penelitian menunjukkan bahwa putusan berkekuatan hukum tetap tidak otomatis membuktikan seluruh unsur utang, sedangkan cessie harus memenuhi persyaratan formal dan keberlakuan terhadap debitor. Penelitian merumuskan empat indikator substantif dan proporsionalitas sebagai pertimbangan penguat. Kerangka ini menawarkan uji kelayakan pemeriksaan untuk memperkuat kepastian hukum, konsistensi putusan, dan perlindungan para pihak.

Kata kunci: *Pembuktian Sederhana; Kepailitan, PKPU, Cessie, Perseroan Terbatas*

1. INTRODUCTION

Bankruptcy is a legal institution designed to resolve debt-related disputes between debtors and creditors through a collective mechanism that ensures the fair and proportionate distribution of the debtors assets while maintaining legal certainty.[1] Its purpose extends beyond providing creditors with a mechanism for debt recovery; it also safeguards debtors against individual enforcement actions that may undermine the balance of civil legal relationships. Accordingly, bankruptcy law must reconcile creditors interests in recovering their claims with debtors rights to legal protection against disproportionate enforcement measures.[2] This balance is grounded in Articles 1131 and 1132 of the Indonesian Civil Code, which establish the debtors assets as common security for creditors, subject to legally recognized grounds for preferential treatment.

To fulfill this function, Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations (hereinafter referred to as the Bankruptcy Law) establishes a dispute resolution mechanism through the Commercial Court, characterized by expedited proceedings and a less complex evidentiary standard than that generally applied in ordinary civil litigation. This procedural characteristic is reflected in Article 8(4) of the Bankruptcy Law, which requires a bankruptcy petition to be granted when the facts or circumstances establishing the requirements under Article 2(1) have been proven through simple proof. These requirements consist of the existence of at least two creditors and at least one debt that has matured and become due but remains unpaid by the debtor.

This statutory framework does not provide sufficiently precise operational criteria for determining the boundaries of simple proof, despite its central role in bankruptcy proceedings. This regulatory gap becomes particularly significant when the existence of a debt or the legal standing of a creditor is contested. The complexity is further compounded when the alleged debt originates from a final and legally binding court judgment, while the status of a second creditor is established through an assignment of receivables (cessie) under Article 613 of the Indonesian Civil Code. Although both legal mechanisms have formal statutory foundations, their application in bankruptcy proceedings raises fundamental questions concerning legal validity, evidentiary sufficiency, and the legal consequences arising from their respective applications.

These issues are illustrated by Commercial Court Decision No. 315/Pdt.Sus-PKPU/2025/PN.Niaga.Jkt.Pst, in which a claim for damages arising from a breach-of-contract judgment, together with the assignment of part of a receivable through a cessie

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1 Maddenleo T. Siagian and Sri Siti Munalar, "Kedudukan Dan Hak Kreditor Dalam Sengketa Kepailitan," *Projustitia: Prosiding Seminar Nasional Hukum* (Tangerang Selatan) 4, no. 1 (2026): 862–71, https://openjournal.unpam.ac.id/index.php/PSNH/article/view/63151.

2 Nazhif Ali Murtadho, "Perlindungan Hukum Terhadap Kreditor Preferen Dalam Pemberesan Proses Kepailitan," *Journal of Contemporary Law Studies* 1, no. 4 (2024): 207–26, https://doi.org/10.47134/lawstudies.v2i3.2499.

deed executed less than seven days before the filing of the bankruptcy or the Suspension of Debt Payment Obligations petition, formed the basis for satisfying the statutory requirements for the Suspension of Debt Payment Obligations. The conflicting positions adopted by the parties concerning the legal characterization of the debt and the status of the assignee as a creditor demonstrate that simple proof is not merely a question of documentary sufficiency. Rather, it concerns the permissible scope of judicial examination of the substantive legal relationships underlying a bankruptcy petition. Accordingly, reconstructing the legal parameters of simple proof is essential to ensuring that expedited proceedings do not undermine legal certainty, substantive justice, or the operational continuity of limited liability companies (LLCs).

Academic discourse on simple proof under Indonesian bankruptcy law has developed along several lines of inquiry, including the legal implications of receivables assignments, the limits of judicial examination under the simple-proof standard, the resulting risks of legal uncertainty, and the protection of debtors in bankruptcy proceedings. One notable contribution is the study by Kapoyos, which specifically examines the relationship between simple proof and the assignment of receivables. The study analyzes Supreme Court Decision No. 125 PK/Pdt.Sus-Pailit/2015, focusing on the requirement to notify the debtor of an assignment of receivables (cessie). Kapoyos concludes that Article 613 of the Indonesian Civil Code does not require notification of an assignment to be effected through a court bailiff. Instead, written notification is sufficient to produce legal consequences with respect to the debtor.[3]

Furthermore, Andani and Pratiwi examine the application of simple proof in petitions for Suspension of Debt Payment Obligations. Their findings indicate that Article 8(4) of the Bankruptcy and Suspension of Debt Payment Obligations Law (hereinafter referred to as the Bankruptcy Law) expressly establishes the simple-proof requirement for bankruptcy petitions, rather than prescribing it as a statutory evidentiary requirement directly applicable to the Suspension of Debt Payment Obligations petitions. In adjudicating the Suspension of Debt Payment Obligations cases, judges may nevertheless consider the principles of simple, speedy, and low-cost judicial proceedings. This distinction is significant because it underscores the need to differentiate between the legal foundations and evidentiary characteristics of these two debt-resolution mechanisms.[4]

Prasetyo and Barthos further develop this discussion by identifying legal uncertainty arising from the absence of clear definitions and objective indicators of simple proof under the Bankruptcy Law. Inconsistencies in judicial reasoning

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[3] Nelson Kapoyos, "Konsep Pembuktian Sederhana Dalam Perkara Kepailitan," *Jurnal Yudisial* 10, no. 3 (2017): 331–46, https://doi.org/10.29123/jy.v10i3.264.

[4] Devi Andani and Wiwin Budi Pratiwi, "Prinsip Pembuktian Sederhana Dalam Permohonan Penundaan Kewajiban Pembayaran Utang," *Jurnal Hukum Ius Quia Iustum* 28, no. 3 (2021): 635–56, https://doi.org/10.20885/iustum.vol28.iss3.art9.

concerning both the establishment of indebtedness and the application of the pari passu pro rata parte principle indicate the absence of a uniform standard for determining what constitutes simple proof.[5] Similarly, Anugraha and Budhiawan argue that the application of simple proof does not dispense with the requirement to verify the statutory elements of bankruptcy.[6] From a legal policy perspective, Permatasari and Gunadi extend this discussion by emphasizing the need to reform bankruptcy regulations to accommodate the evolving complexity of contemporary business relationships.[7]

More recent research by Sari et al. specifically examines compliance with the two-creditor requirement across various bankruptcy decisions. Their findings emphasize that the existence of at least two creditors must be substantiated by adequate formal evidence and cannot be established solely on the basis of the parties assertions.[8] Sutrisno and Ferdi similarly highlight the importance of maintaining a balance among formal evidentiary requirements, the underlying legal relationship between creditors and debtors, and substantive justice.[9] Roza et al. identify the need to formulate objective indicators capable of constraining excessively broad judicial discretion.[10] Meanwhile, Iswandi examines the implications of Supreme Court Circular Letter No. 3 of 2023 concerning simple proof and the legal protection of property development companies.[11]

Despite these contributions, existing studies generally approach simple proof, the legal qualification of debts established through court judgments, and the assignment of receivables (cessie) as separate legal issues. An integrated analytical framework remains underdeveloped, particularly one that simultaneously examines the certainty and enforceability of debts, the validity and enforceability of receivables assignments, and the good faith of the parties in establishing compliance with the two-creditor requirement. This study addresses this gap by developing four operational legal indicators for assessing the verifiability of the underlying legal relationships and determining whether a case is suitable for resolution through the simple-proof

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5 Rahmad Prasetyo and Megawati Barthos, "Legal Uncertainty in the Application of Simple Proof in Bankruptcy Cases and Suspension of Debt Payment Obligations," *Asian Journal of Social and Humanities* 3, no. 2 (2024): 382–96, https://doi.org/10.59888/ajosh.v3i2.444.

6 Viqi Anugraha and Adlin Budhiawan, "Prinsip Pembuktian Sederhana Sebagai Syarat Penundaan Kewajiban Pembayaran Hutang," *Journal of Education Research* 4, no. 2 (2023): 742–51, https://doi.org/10.37985/jer.v4i2.201.

7 Yofi Permatasari and Ariawan Gunadi, "Perspektif Politik Hukum Sehubungan Ketentuan Pembuktian Secara Sederhana Dalam Penyelesaian Utang-Piutang Menurut Hukum Kepailitan," *Jurnal Hukum Lex Generalis* 5, no. 10 (2025): 1–17, https://doi.org/10.56370/jhlg.v5i10.899.

8 Tiara Elpa Yuning Sari et al., "Pemenuhan Syarat Minimum Dua Kreditur Dalam Proses Kepailitan Melalui Pembuktian Sederhana," *Lex Stricta: Jurnal Ilmu Hukum* 4, no. 2 (2025): 312–22.

9 Arfan Syarif Sutrisno and Ferdi Ferdi, "Pembuktian Sederhana Dalam Kasus Kepailitan," *Ekasakti Legal Science Journal* 2, no. 2 (2025): 136–42, https://doi.org/10.60034/993mkb02.

10 Ahmad Fadhly Roza et al., "Problematika Penerapan Pembuktian Sederhana Dalam Permohonan Pernyataan Pailit Berdasarkan Undang-Undang Nomor 37 Tahun 2004," *Law Jurnal* 7, no. 1 (2026): 473–99, https://doi.org/10.46576/lj.v7i1.9622.

11 Maya Iswandi, "Pembuktian Sederhana Dalam Proses Kepailitan Terhadap Perusahaan Pengembang Pasca Surat Edaran Mahkamah Agung Nomor 3 Tahun 2023," *Jurnal Hukum & Pembangunan* 50, no. 3 (2025): 1–19, https://doi.org/10.21143/jhp.vol50.no3.1828.

procedure. Its principal contribution lies in constructing a suitability test for judicial determination that integrates bankruptcy law, the law of obligations, and the legal principles governing the protection of limited liability companies (LLCs), without imposing substantive requirements beyond those established by applicable legislation.

This study aims to examine the normative and conceptual boundaries of simple proof in bankruptcy and the Suspension of Debt Payment Obligations petitions involving limited liability companies, particularly with respect to the legal qualification of debts arising from final and legally binding court judgments and the fulfillment of the two-creditor requirement through the assignment of receivables (cessie). It also seeks to formulate legal indicators that judges can employ to assess the validity, enforceability, and verifiability of the legal relationships underlying such petitions, including the relevance of the parties good faith in the assignment of receivables.

2. RESEARCH METHODOLOGY

This study adopts a normative legal research method with a prescriptive-analytical orientation to examine the boundaries of simple proof in bankruptcy petitions and applications for the Suspension of Debt Payment Obligations. The analysis focuses particularly on debts established by final and legally binding court judgments and the fulfillment of the two-creditor requirement through the assignment of receivables (cessie). The study employs four complementary legal approaches: statutory, conceptual, case-based, and historical. Primary legal materials comprise the Indonesian Civil Code, Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations, and Commercial Court Decision No. 315/Pdt.Sus-PKPU/2025/PN.Niaga.Jkt.Pst, together with other relevant judicial decisions. Secondary legal materials include books, scholarly journal articles, legal doctrines, and previous research, while tertiary legal materials consist of legal dictionaries and encyclopedias.

Legal materials were collected through library research and the purposive selection and documentation of judicial decisions based on their relevance to the legal issues under examination. The materials were analyzed qualitatively through grammatical, systematic, and teleological interpretation, supplemented by a comparative examination of judicial decisions and deductive reasoning. The analysis was directed toward formulating legal indicators concerning the certainty of the underlying debt, its enforceability, the validity and legal effectiveness of cessie, and the need for evidentiary examination beyond documentary evidence. These indicators provide the analytical foundation for developing a framework to assess the appropriateness of the applicable judicial pathway. Ultimately, this framework is intended to strengthen legal certainty while ensuring balanced legal protection for all parties involved.

3. RESEARCH RESULT AND DISCUSSION

3.1. Normative and Conceptual Boundaries of Simple Proof in Bankruptcy and the Suspension of Debt Payment Obligations Petitions Involving Limited Liability Companies

The central problem concerning simple proof does not arise from the absence of a legal basis for filing a petition, but rather from the lack of operational criteria defining the permissible scope of judicial examination of the facts and legal relationships underlying such a petition. This regulatory gap creates the potential for divergent judicial interpretations, particularly when the formal requirements for bankruptcy are supported by documentary evidence, while the validity or legal consequences of the underlying contractual relationship remain contested.

Article 2(1) of Law No. 37 of 2004 on Bankruptcy and Suspension of Debt Payment Obligations (hereinafter referred to as the Bankruptcy Law) establishes two cumulative requirements: the existence of at least two creditors and at least one debt that has matured and become due but remains unpaid by the debtor.[12] Furthermore, Article 8(4) provides that a bankruptcy petition must be granted when the facts or circumstances establishing compliance with these requirements can be proven through simple proof. This provision demonstrates that simple proof functions as a procedural mechanism for expediting the resolution of bankruptcy cases; it does not authorize courts to dispense with the verification of the legal elements underlying a petition. Procedural efficiency should therefore be understood as a consequence of satisfying the simple-proof standard, rather than as a justification for compromising evidentiary rigor.

A distinction must be drawn between the application of simple proof in bankruptcy petitions and the evidentiary framework governing the Suspension of Debt Payment Obligations petitions. From a textual standpoint, Article 8(4) specifically regulates bankruptcy petitions, whereas the Suspension of Debt Payment Obligations proceedings are governed by Articles 222 and 225 of the Bankruptcy Law. Nevertheless, this distinction does not mean that a the Suspension of Debt Payment Obligations petition may be granted without examining the underlying legal relationship or verifying the petitioners legal standing. Constitutional Court Decision No. 23/PUU-XIX/2021, which recognizes the possibility of filing an appeal to the Supreme Court against certain decisions in the Suspension of Debt Payment Obligations proceedings, reinforces the importance of transparent and reviewable judicial reasoning. Accordingly, an adequate preliminary examination is necessary not only in bankruptcy proceedings but also in the Suspension of Debt Payment Obligations proceedings, given their potentially significant

[12] Andre Kiemas, Juan Matheus, and Ariawan Gunadi, "Redefining Bankruptcy Law: Incorporating the Principle of Business Continuity for Fair Debt Resolution," *Rechtsidee* 11, no. 2 (December 6, 2023): 1–18, https://doi.org/10.21070/jihr.v12i2.996.

consequences for the business operations and continuity of limited liability companies (LLCs). This analysis extends the findings of Andani and Pratiwi, who emphasize the differences in the application of simple proof across these two legal mechanisms. It further demonstrates that differences in their statutory foundations do not eliminate the need to verify the legal relationships on which the respective petitions are based.[13]

With respect to the legal qualification of debt, a payment obligation arising from a final and legally binding court judgment may, in principle, constitute a debt within the meaning of bankruptcy law.[14] This interpretation is consistent with the Elucidation of Article 2(1) of the Bankruptcy Law, which recognizes court judgments as one of the sources of debts that have become due and payable. The existence of a final and legally binding judgment does not automatically resolve every evidentiary issue. The court must still ascertain whether the operative part of the judgment clearly identifies the party liable for payment, the party entitled to receive payment, and the amount of the obligation, whether fixed or objectively ascertainable without requiring a new examination of the underlying facts. A distinction must therefore be made between disputes concerning the existence of the debt itself and discrepancies limited to the calculation of its amount that do not undermine the existence of the underlying obligation. Although a final and legally binding judgment constitutes a strong evidentiary basis, its application in bankruptcy proceedings must still account for the nature, amount, and enforceability of the obligation asserted in the petition.

Regarding the requirement of at least two creditors, an assignment of receivables through cessie under Article 613 of the Indonesian Civil Code may provide a legal basis for a change in creditor status. However, the validity of the assignment agreement between the assignor (cedent) and the assignee (cessionaris) must be distinguished from its legal effects on the debtor. Notification of the assignment to the debtor, or alternatively, the debtors written acknowledgment or acceptance, as contemplated under Article 613 of the Indonesian Civil Code, constitutes an important factor in determining whether the assignment is enforceable against the debtor. The 2012 formulation adopted by the Supreme Courts Special Civil Chamber further emphasizes the need for written evidence or witness testimony establishing the existence of a subsequent creditor, together with compliance with the requirements governing notification of the assignment (cessie) to the debtor. This approach is consistent with and extends Kapoyoss analysis by treating cessie not merely as a formal notification requirement, but also as an issue involving the verifiability of the assigned receivable and the legal standing of the assignee for purposes of satisfying the statutory bankruptcy requirements.[15]

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[13] Andani and Pratiwi, "Prinsip Pembuktian Sederhana Dalam Permohonan Penundaan Kewajiban Pembayaran Utang."

[14] Gede Aditya Pratama, "Putusan Pengadilan Sebagai Utang Yang Dapat Menjadi Dasar Tagihan Untuk Pengajuan Permohonan Pailit Dan Penundaan Kewajiban Pembayaran Utang," *Jurnal Hukum Sasana* 10, no. 1 (2024): 180–91, https://doi.org/10.31599/sasana.v10i1.2265.

[15] Kapoyos, "Konsep Pembuktian Sederhana Dalam Perkara Kepailitan."

The temporal proximity between the execution of a cessie (assignment of receivables) deed and the filing of a bankruptcy or the Suspension of Debt Payment Obligations petition cannot, in itself, be regarded as evidence of legal manipulation. Nevertheless, the chronology of the transaction, the relationship between the assignor (cedent) and the assignee (cessionaris), the value of the assigned receivables, and the consistency of the supporting documentation may be examined collectively to identify potential abuse of process. Accordingly, judicial scrutiny should extend beyond merely verifying the existence of a cessie deed. Courts must also ascertain the authenticity of the assigned receivables and determine whether the assignee has valid legal standing as a creditor. This approach extends the analysis of Sari et al. (2025), which emphasizes formal evidence establishing the existence of at least two creditors, by incorporating the additional dimensions of verifiability and the parties good faith in the assignment transaction.

The concept of simple proof should be reconceptualized as a procedural suitability test designed to determine whether the legal facts required to establish bankruptcy can be verified through sufficient documentary evidence without necessitating an extensive examination of disputed facts.[16] The complexity of interpreting a legal provision does not, by itself, undermine the applicability of the simple-proof standard, since statutory interpretation falls within the inherent judicial function. Conversely, the need to examine witnesses or expert testimony, or to conduct a financial audit to establish the existence and enforceability of a debt, may indicate that the dispute exceeds the appropriate scope of expedited proceedings. Accordingly, the application of simple proof should not be determined solely by procedural speed or the formal completeness of documentary evidence. Rather, it should also consider the verifiability of the underlying legal relationship and the proportionality of the legal consequences arising from the courts decision. This approach seeks to maintain an appropriate balance between creditor recovery rights and debtor protection while preventing bankruptcy and the Suspension of Debt Payment Obligations proceedings from being used as instruments of coercive debt-collection pressure against limited liability companies (LLCs) that remain engaged in productive business activities.

3.2. Indicators for Assessing the Validity, Enforceability, and Verifiability of Legal Relationships and the Relevance of the Parties Good Faith in the Assignment of Receivables

The application of simple proof must focus on establishing whether two cumulative statutory requirements have been satisfied: the existence of at least two

[16] Unggul Wibawa Widhayaka et al., "Fulfillment of Simple Proof Requirements on Bankruptcy Application Based on Sema Number 03 of 2023," *Krtha Bhayangkara* 19, no. 1 (2025): 318–32, https://doi.org/10.31599/krtha.v19i1.3784.

creditors and the existence of at least one debt that has matured and become due but remains unpaid.[17] The mere existence of documents evidencing a legal relationship does not, in itself, establish that these requirements have been fulfilled. Judges must also assess whether the submitted documents possess sufficient probative value, whether the petitioner legitimately qualifies as a creditor, and whether the payment obligation is due and legally enforceable. Accordingly, simple proof should not be equated with the formal acceptance of every document submitted by a petitioner. Rather, it requires an identifiable and verifiable connection among the legal basis of the claim, the parties involved, the subject matter of the obligation, and the status of the debt.

A debt arising from a final and legally binding court judgment (inkracht van gewijsde) may serve as a legal basis for establishing the existence of an obligation. However, the finality of a judgment should not automatically be equated with the fulfillment of all the statutory requirements for a debt that is due and payable. Judges must verify the identities of the parties, the petitioners legal standing as the person entitled to enforce the claim, the operative provisions of the judgment, the certainty of the amount owed, and the status of its enforcement.

Where the judgment specifies a fixed payment obligation or an amount that can be calculated through straightforward mathematical computation without further factual investigation, the underlying debt generally satisfies the requirement of legal certainty. Conversely, where determining the amount owed or identifying the party entitled to enforce the claim requires the interpretation of complex legal relationships, witness examination, or additional evidentiary proceedings, the case may fall outside the appropriate scope of simple proof. A distinction must therefore be drawn between disputes concerning the calculation of a debt and those concerning the existence or ownership of the underlying claim.

In determining whether a second creditor exists, particularly in cases involving the assignment of receivables (cessie), two distinct legal aspects must be examined: the validity of the transfer between the assignor and the assignee, and its enforceability against the debtor. Pursuant to Article 613 of the Indonesian Civil Code, the assignment of a nominative receivable must be effected through an authentic deed or a private instrument. However, the assignment becomes enforceable against the debtor only after the debtor has been notified of the transfer or has provided written consent or acknowledgment. This distinction is significant because, although an assignment deed may establish a legal relationship between the assignor and the assignee, its existence alone does not necessarily establish the assignees entitlement to demand payment directly from the debtor. Judges must examine the existence and validity of the assignment deed, the precise identity of the receivable being transferred, the assignors

[17] Muhammad Ali Gilbran An Nuri and Mahendra Wardhana, "Implikasi Pembuktian Sederhana Terhadap Debitur Dan Kreditur Dalam Proses Pkpu Dan Kepailitan," *Indonesian Journal of Contemporary Law* 3, no. 6 (2026): 1–21.

authority to transfer the claim, and evidence establishing that the debtor received notification or provided written acknowledgment of the assignment.

The parties good faith is also relevant to assessing the substantive validity and underlying purpose of an assignment, particularly when the transfer occurs shortly before the filing of a bankruptcy petition or an application for the Suspension of Debt Payment Obligations. Temporal proximity alone cannot constitute conclusive evidence that the assignment was executed in bad faith. Such an assessment must instead consider a combination of relevant circumstances, including the existence of an affiliation between the assignor and the assignee, the commercial reasonableness of the transaction value, whether payment or other consideration was actually exchanged, the chronology of the establishment of the legal relationship, the consistency of the supporting documentation, and the parties conduct following the assignment. These factors should function as evidentiary considerations for identifying potential abuse of process, rather than as independent statutory requirements additional to those prescribed under Article 613 of the Indonesian Civil Code. Where an allegation arises that the creation of a second creditor is fictitious or intended to circumvent the statutory bankruptcy requirements, judges must determine whether the allegation can be resolved through the available documentary evidence or whether it necessitates further factual investigation.

These findings extend the 2012 guidelines issued by the Supreme Courts Special Civil Chamber, which emphasize the need to establish the existence of a second creditor through documentary evidence, witness testimony, or the debtors acknowledgment. Although these guidelines provide direction regarding evidentiary sufficiency, they do not systematically explain how judges should assess successive assignments of receivables or evaluate the relevance of the parties good faith within the framework of simple proof. Kapoyos primarily examines the notification requirements for assignments of receivables (cessie) under Article 613 of the Indonesian Civil Code,[18] whereas Sari et al. emphasize the importance of formal evidence establishing the existence of a second creditor.[19] Meanwhile, Andani and Pratiwi identify inconsistencies in the application of simple proof in the Suspension of Debt Payment Obligations proceedings. This study integrates these previously separate issues by examining the validity of the underlying debt, the enforceability of payment obligations, the legal effectiveness of receivables assignments, and the potential need for further factual investigation.[20] Its contribution extends beyond reaffirming the importance of

[18] Kapoyos, "Konsep Pembuktian Sederhana Dalam Perkara Kepailitan."

[19] Sari et al., "Pemenuhan Syarat Minimum Dua Kreditur Dalam Proses Kepailitan Melalui Pembuktian Sederhana."

[20] Andani and Pratiwi, "Prinsip Pembuktian Sederhana Dalam Permohonan Penundaan Kewajiban Pembayaran Utang."

documentary evidence by developing analytical indicators that connect the probative value of such evidence with the verifiability of the underlying legal relationships.

Simple proof is more appropriately understood as a test for determining the suitability of a particular judicial procedure than merely as a requirement for expedited case resolution.[21] Procedural speed should be regarded as a consequence of legal facts being sufficiently clear and verifiable through the available evidence. The complexity of interpreting statutory provisions, including Article 613 of the Indonesian Civil Code, does not, in itself, undermine the applicability of the simple-proof standard, since statutory interpretation falls within the judicial function.

Conversely, the need for extensive examination of witnesses or experts, affiliated relationships, payment transactions, or the parties financial circumstances may indicate that a dispute requires a more comprehensive evidentiary process. This distinction is equally relevant to the Suspension of Debt Payment Obligations proceedings. Article 8(4) of the Bankruptcy Law expressly governs bankruptcy petitions, whereas the Suspension of Debt Payment Obligations petitions are subject to the statutory framework established under Articles 222 and 225. Accordingly, applying the principles underlying simple proof in the Suspension of Debt Payment Obligations proceedings should be understood as a prudent evaluative approach to ensuring legal certainty, rather than as a direct application of Article 8(4) that disregards the distinct normative framework governing the Suspension of Debt Payment Obligations.

Judges may employ four substantive indicators in a hierarchical assessment: (1) the certainty of the underlying debt; (2) the maturity and enforceability of the payment obligation; (3) the formal validity and legal effectiveness of any assignment of receivables, including the good faith of the parties involved; and (4) the necessity of obtaining evidence beyond the documentary materials submitted. Collectively, these indicators determine whether the legal relationship in question is sufficiently clear and verifiable to warrant examination through an expedited judicial procedure.

In addition, the proportionality of the potential consequences for a limited liability company (LLC) should be considered when assessing the appropriateness of the judicial process. This consideration requires judges to provide sufficiently reasoned legal justifications for their decisions without introducing additional bankruptcy requirements or creating exemptions for companies that otherwise satisfy the statutory criteria. Failure to satisfy the proposed procedural suitability test does not extinguish the underlying debt or invalidate the legal relationship between the parties. Rather, it indicates that the dispute may be unsuitable for resolution through bankruptcy or the Suspension of Debt Payment Obligations proceedings, given the limited scope of factual examination inherent in these mechanisms. This framework offers a more structured basis for

[21] Panri Tulus Harapan Hutagaol et al., "Pengaturan Penerapan Asas Pembuktian Sederhana Dalam Proses Kepailitan," *Kertha Semaya: Journal Ilmu Hukum* 14, no. 3 (2026): 233–52, https://doi.org/10.24843/KS.2026.v14.i03.p07.

reducing inconsistencies in judicial decisions, preventing the abuse of legal procedures, and maintaining an appropriate balance between creditor protection and legal certainty for limited liability companies.

4. CONCLUSION

A final and legally binding court judgment may serve as the basis for establishing a debt, provided that the underlying obligation, its amount, maturity, and the creditors entitlement to enforce the claim are sufficiently ascertainable. Likewise, satisfying the two-creditor requirement through an assignment of receivables (cessie) requires careful examination of the validity of the assignment deed, notification to the debtor, and the good faith of the parties involved. This study proposes four substantive indicators for assessing the applicability of simple proof: (1) the certainty of the legal basis of the debt; (2) its enforceability and collectability; (3) the validity and legal effectiveness of the receivables assignment; and (4) whether establishing the relevant legal relationship requires evidence beyond the available documentary materials. The principle of proportionality serves as an additional consideration in evaluating the appropriateness of the judicial procedure. Collectively, these indicators provide a framework for improving consistency in judicial decision-making and preventing the abuse of legal procedures.

This study is subject to limitations arising from its normative legal research approach and the specific scope of judicial decisions examined. Accordingly, further guidance from the Supreme Court is needed to translate the proposed indicators into practical judicial standards without introducing substantive requirements beyond those established by law. Future research should investigate the application of these indicators through comparative analyses of judicial decisions and empirical studies of adjudicative practices in commercial courts.

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