



**CONSTITUTIONAL COURT  
OF THE REPUBLIC OF INDONESIA**

**SUMMARY OF DECISION  
FOR CASE NUMBER 128/PUU-XXII/2024**

**Concerning**

**Constitutional Review of the Authority of the State Receivables Affairs Committee  
in the Absence of Court Proceedings**

- Petitioner** : **Andri Tedjadharna**
- Type of Case** : Judicial Review of Government Regulations in Lieu of Law Number 49 of 1960 concerning of State Receivables Affairs Committee ( Law 49/1960) against the 1945 Constitution of the Republic of Indonesia (1945 Constitution);
- Subject Matter** : The absence of involvement of the court proceedings in the provisions for managing state receivables as regulated in Article 4 number 3, Article 8, Article 9 paragraph (1) and paragraph (2), and Article 11 of Law 49/1960 has violated the right to legal protection and certainty, the right to protect oneself and one's family, honor, dignity, and property, and the right to personal property that may not be arbitrarily taken by any person as guaranteed in Article 28D paragraph (1), Article 28G paragraph (1), and Article 28H paragraph (4) of the 1945 Constitution of the Republic of Indonesia
- Verdict** : To dismiss Petitioner's petition in its entirety
- Date of Decision** : Thursday, August 14, 2025
- Overview of Decision** :

The Petitioner is an individual Indonesian citizen who is a shareholder and commissioner of PT Bank Centris Internasional, he believes that his constitutional rights have been violated due to the norm of the articles being petitioned for review.

With respect to the Court's authority, since the petition is submitted to review the constitutionality of norms of law, *in casu* Law 49/1960 against the 1945 Constitution, the Court has the authority to hear the petition *a quo* of the Petitioner.

With respect to the legal standing of the Petitioner, the Court is of the opinion that the Petitioner has been able to specifically describe his constitutional rights which he believes have actually been violated by the enactment of the norm being petitioned for review, namely the right to legal protection and certainty, the right to protect oneself and one's family, honor, dignity, and property, and the right to personal property that may not be arbitrarily taken by any person as guaranteed in the 1945 Constitution of the Republic of Indonesia. Therefore, it is evident that there is a logical connection and causal relationship (*causal verband*) between the assumed loss of the Petitioner's constitutional rights and the enactment of the norm of the articles being petitioned for review. Accordingly, if the petition of the Petitioner is granted, the

said assumed of loss of constitutional rights will no longer occur. Therefore, regardless of whether or not the unconstitutionality of the norms being petitioned for review is proven, the Court is of the opinion that the Petitioner has the legal standing to act as a Petitioner in the petition *a quo*.

In the subject matter of the petition, before considering the Petitioner's arguments, the Court will first consider whether or not it is possible to resubmit the judicial review of the norms of Article 4 and Article 8 of Law 49/1960, because previously the constitutionality of the *a quo* norms had been reviewed and decided by the Court in Constitutional Court Decision Number 77/PUU-IX/2011, using Article 28D paragraph (1) of the 1945 Constitution of the Republic of Indonesia as the legal basis for such review. Meanwhile, the petition *a quo* of the Petitioner uses Article 28D paragraph (1), Article 28G paragraph (1), and Article 28H paragraph (4) of the 1945 Constitution as the legal basis for review. Article 28G paragraph (1) and Article 28H paragraph (4) of the 1945 Constitution of the Republic of Indonesia have never been used as legal basis in a petition to review the norms of Article 4 and Article 8 of Law 49/1960. Accordingly, the Court is of the opinion that, formally, the petition *a quo* is not hindered by the provisions of Article 60 of the Constitutional Court Law and Article 78 of the Constitutional Court Regulation 2/2021 and that the norms *a quo* may be resubmitted for review.

With respect to the Petitioner's argument that Article 4 number 3 of Law 49/1960 fails to guarantee legal certainty and even results in discrimination, the Court is of the opinion that this provision may not be read in isolation. It must be understood in conjunction with Article 4 number 1 of Law 49/1960, which defines the duties of the State Receivables Affairs Committee in managing state receivables that "have been handed over to it." Meanwhile, Article 4 number 3 of Law 49/1960 authorizes the State Receivables Affairs Committee to act more proactively in managing state receivables, so that it "does not need to wait for their submission," because in substance these receivables have already been deemed submitted. Under Article 4 numbers 1 and number 3 of Law 49/1960, it is evident that the State Receivables Affairs Committee is tasked with managing state receivables, both that have been formally submitted and are deemed submitted by operation of law, and this does not create redundancy. The Court is of the opinion that Article 4 number 3 of Law 49/1960 is also related to Article 4 number 2 of Law 49/1960, in essence the amount of state receivables submitted to State Receivables Affairs Committee for collection for collection is legally determined. However, if a debtor believes that the amount of the debt is uncertain or incorrect, the debtor has access to legal remedies, rather than obstructing the debt-settlement process conducted by the State Receivables Affairs Committee. Moreover, the Elucidation of Article 4 of Law 49/1960 clarifies that matters serving as the basis for identifying state receivables must be handled promptly without waiting for formal submission. The determination of the existence and amount of state receivables—legally deemed certain—remains grounded in a careful process of verification and validation of adequate documentation before the receivables are recorded in the Committee's administration. The determination of the existence and amount of state receivables, legally deemed certain, remains grounded in a careful process of verification and validation of adequate documentation before the receivables are recorded in the administration of the State Receivables Affairs Committee. Because, if there are State Receivables Affairs Committee actions that violate legal principles, including the uncertainty of the amount of receivables to be handled, the debtors or other third parties, who believe that their rights are violated, are provided with legal remedies.

With respect to the *petitum* of the Petitioner's petition requiring that the administration of state receivables must be carried out and applied in the same way as the court proceedings, the Court is of the opinion that this will eliminate the characteristics of state receivables cases which are under the authority of the State Receivables Affairs Committee, as regulated in Law 49/1960, such cases has special characteristics and therefore are not equal to court decisions which have permanent legal force (*inkracht*). The Court is of the opinion that equating the process of managing state receivables under the authority of the State Receivables Affairs Committee with judicial proceedings would undermine the

existence and authority of the State Receivables Affairs Committee, which possesses special characteristics arising from the concept of *parate execution*. This concept, universally recognized in relation to certain special agreements made by the parties, allows a creditor to execute directly when the debtor is in default, without the need for a final and binding court decision. Thus, the Court is of the opinion that the Petitioner's argument regarding the constitutionality of the norm of Article 4 number 3 of Law 49/1960 is legally unjustifiable.

With respect to the Petitioner's argument that Article 8 of Law 49/1960 violates the constitutional right to legal certainty because the phrase "state receivables pursuant to any cause" is not further elaborated, the Court understands the intention of the lawmakers in using the phrase "any cause" in that provision, namely, to accommodate all possible circumstances and to provide sufficient breadth and flexibility in its application. This is because, in practice, it is entirely possible that various situations may arise that cannot be anticipated in detail, creating loopholes/gaps that could be exploited by parties seeking to evade their responsibilities, which is precisely what Article 8 of Law 49/1960 aims to prevent. The phrase "for any reason" is therefore intended to avoid legal loopholes so that no state receivable escapes collection merely because it does not fall squarely within a narrowly defined category under Article 8 of Law 49/1960. Furthermore, the Court is of the opinion that Article 8 of Law 49/1960 may not be classified as a catch-all provision that is open to multiple interpretations. Rather, the inclusion of the phrase "for any reason" in the norm of Article 8 of Law 49/1960 is meant to prevent state losses arising from circumstances that fall outside the scope of existing regulations or agreements. Therefore, the Petitioner's argument regarding the phrase "whatever reason" in the norm of Article 8 of Law 49/1960 is legally unjustifiable.

With respect to the Petitioner's argument that the phrase "...indebted pursuant to the relevant agreement or regulation" in Article 9 paragraph (1) of Law 49/1960 and the phrase "provided that it is not regulated in the relevant agreement or regulation" in Article 9 paragraph (2) of Law 49/1960 create legal uncertainty and allow the Government to interpret them arbitrarily, the Court is of the opinion that Article 9 paragraph (1) of Law 49/1960 does not permit the State Receivables Affairs Committee to determine debt guarantors arbitrarily or without a valid legal relationship arising from the debt agreement between the parties. Agreements and regulations are both legitimate sources capable of establishing binding legal relationships between individuals or entities and the state. Regulations and agreements on state debts made by individuals or entities will certainly create legal subjects who will become the debt guarantors. The provisions of Article 9 paragraph (1) of Law 49/1960 in fact provide fair legal certainty, because the phrase "the relevant regulation" clearly refers to the applicable statutory provisions, particularly those governing obligations to the state concerning public finances, such as tax regulations, non-tax state revenue provisions, and other rules aimed at preventing state financial losses. Although, normatively, Article 9 paragraph (2) of Law 49/1960 allows for the possibility of piercing the corporate veil, this is a logical consequence of the nature of debt agreements between individuals or entities and the state, which are based on party autonomy, provided that they do not violate the law. This is because if an agreement is made in bad faith or violates the law, it becomes null and void or may be annulled. In addition to these legal considerations, the Court also notes that Law 49/1960 carries a specific mandate: to safeguard state finances from losses arising from unpaid receivables. Therefore, the Petitioner's argument regarding Article 9 paragraph (1) and paragraph (2) of Law 49/1960 is legally unjustifiable.

With respect to the Petitioner's argument that Article 11, *in casu* Article 11 letter f of Law 49/1960, is inconsistent with the principles of the rule of law if it is not interpreted as "subject to challenge or lawsuit in the district court," after carefully examining the norm *a quo*, the Court considers that tax receivables are also a form of state receivables, accordingly, their collection procedures adopt the mechanism of tax collection through a writ of execution. However, unlike in the taxation context, the Tax Law does not provide that tax receivables are "definite and certain by law." On the contrary, taxpayers may calculate their own tax obligations under the self-assessment system, which naturally requires the availability of objection and appeal mechanisms. Nevertheless, to ensure fairness, the existing legal framework already provides a means to correct the amount of state receivables through the relevant ministries/institutions acting as creditors before those receivables are handed over

to the State Receivables Affairs Committee. *A contrario*, if Article 11 letter f of Law 49/1960 were interpreted in the manner requested by the Petitioner, the overall meaning and structure of Article 11 would become inconsistent or ambiguous, thereby creating legal uncertainty. Therefore, the Court is of the opinion that the Petitioner's argument regarding Article 11 of Law 49/1960 is legally unjustifiable.

With respect to the substance of the Petitioner's petition, which essentially demands that every norm under review be subjected to court proceedings, the Court confirms that Law 49/1960 does not preclude court proceedings when a debtor believes that the State Receivables Affairs Committee has acted arbitrarily in the settlement or management of state receivables. However, subjecting every stage of the state receivables management process to court proceedings could be exploited by bad-faith debtors to manipulate or delay time, or even evade their obligations. This would clearly contradict the primary purpose of Law 49/1960, which is to safeguard state finances by ensuring the effective recovery of state receivables.

Pursuant to the above considerations, the Court concludes that the norms of Article 4 number 3, Article 8, Article 9 paragraph (1) and paragraph (2), and Article 11 of Law 49/1960 do not violate the rights to legal protection and fair legal certainty, the right to protection of oneself, family, honor, dignity, and property under one's control, nor the right to personal property that may not be arbitrarily taken by any person, as guaranteed under Article 28D paragraph (1), Article 28G paragraph (1), and Article 28H paragraph (4) of the 1945 Constitution of the Republic of Indonesia, contrary to the Petitioner's arguments. Therefore, the Petitioner's arguments are entirely legally unjustifiable.

Accordingly, the Court subsequently passes down a decision which verdict states to dismiss the Petitioner's petition in its entirety.