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The Role of the Peace Acts after Dissolution Limited Liability Company

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Abstract
Study This aims To analyze the role of deed peace post-dissolution of a Limited Liability Company, abbreviated as PT, and the legal consequences and distribution of assets carried out by the liquidator after the dissolution of a Limited Liability Company with a peace deed. The research used is normative legal research. The study results indicate a role for a peace deed after the dissolution of a Limited Liability Company, which has several strategic roles in the dissolution of a PT. First, this deed resolves disputes between shareholders, directors, commissioners, and third parties such as creditors and business partners. When an internal conflict occurs that causes the company to be unable to operate effectively, a peace deed can be used to regulate each party's responsibilities, asset distribution, debt settlement, and termination of employment. Second, a peace deed can help accelerate the liquidation process by providing legal certainty regarding the settlement of the company's obligations to external parties. In contrast, in terms of legality, a peace deed offers legal protection for the parties involved in the dissolution. The agreements stipulated in this deed are final and binding, so No can be canceled in a way that is unilateral by the party. In dispute resolution, a peace deed also reduces the possibility of new lawsuits after the dissolution process is complete because all rights and obligations have been regulated in the agreement.

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Introduction

National economic development is based on economic democracy with the principles of togetherness, fair efficiency, sustainability, environmental awareness, independence, and maintaining a balance between progress and national economic unity, aiming to realize community welfare [1]. One form of business entity that is run for development economy, Which Lots founded For The community, is a Limited Liability Company abbreviated as PT. In Indonesia, Limited Liability Companies are regulated in Law Number 40 of 2007 concerning Limited Liability Companies in conjunction with Law Number 6 of 2023 concerning Job Creation. According to Law Number 40 of 2007, a Limited Liability Company is a capital association established based on an agreement carrying out business activities with authorized capital that is entirely divided into shares. Limited Liability Companies must meet the requirements stipulated in the Law Company Limited, while the Law Number 6 2023 on Job Creation, a Limited Liability Company is a legal entity that is a capital association, established based on an agreement, conducting business activities with authorized capital that is entirely divided into shares, and meets the requirements stipulated in this law and its implementing regulations. Limited Liability Company can also be in the form of an Individual PT that one person can establish.

At the time the Limited Liability Company was established by capital owners, they wanted the Limited Liability Company to be able to carry out activity efforts in time and get as much profit as possible and hoped that Company Limited, Which they founded, could continue to exist in economic traffic for as long as possible at least in accordance Which listed in Budget Base Company.

[1]Ahmad Yani And Gunawan Widjaja, *Company Limited* , PT King English: Journal of the American Journal of Economics, 2003, p. 1

However, the hopes of the founders of the business sometimes do not always come true in certain circumstances because there are specific reasons why a Company Limited can not continue its activities and must be dissolved [2].
Several factors generally cause dissolution. Based on Chapter 142, paragraph 1 Constitution Number 40 In 2007, in conjunction with the Job Creation Law Number 6 of 2023 concerning Job Creation (hereinafter referred to as the UUPT), the dissolution of a company occurs due to [3].

1) Based on GM's decision.
2) Because of the term, the founding set in The Articles of Association has expired.
3) Based on the court ruling.
4) The revocation of bankruptcy based on a commercial court decision, which still has strong law, does not make the treasure of the company's bankruptcy sufficient to pay the bankruptcy costs.
5) Because the bankrupt company, which has declared bankruptcy, is in a state of insolvency as regulated in the Law on bankruptcy and suspension of Debt Payment Obligations.
6) The company's business license has been revoked, and it is required to liquidate in accordance with the provisions of laws and regulations.

In Article 1 number 4 of Law Number 40 of 2007, the General Meeting of Shareholders, hereinafter referred to as the GMS is a company organ that has authority that is not given to the Board of Directors or the Board of Commissioners within the limits of Which determined in Constitution This and/or articles of association. In essence, the GMS's authority is all that cannot be exercised by the Board of Directors and the Board of Commissioners, the limits of which are in accordance with the Limited Liability Company Law and/or the articles of association of the Limited Liability Company.
Limited Liability Companies are established through a series of legal processes, so their dissolution must also go through a series of processes. Series process law is set up in CHAPTER X UUPT about Dissolution, Liquidation, and the end status of the legal entity. Although regulated in the Limited Liability Company Law, it does not mention the purpose of liquidation or dissolution [4]. Furthermore, in Article 142 paragraph (2) Constitution Number 40 Year 2007 about Company Limited, Which states in this case, the Company is dissolved as referred to in paragraph (1):

a. Must be followed by liquidation carried out by a liquidator or curator; and
b. The Company may not carry out legal acts, except as necessary to settle all of the Company's affairs in the context of liquidation.

From the provision mentioned in Chapter 142, paragraphs (1) and (2), after the Company is dissolved, it must be followed by liquidation carried out by the liquidator. Liquidation, from a legal perspective, refers to dissolving a Limited Liability Company and distributing all of the Company's assets/properties. Liquidation is the process of settling the assets of a Limited Liability Company. The curator carries out the settlement of these assets. During the liquidation period, the Limited Liability Company is not allowed to do action law except required to settle all affairs of the Limited Liability Company in liquidation as regulated in Article 142 paragraph (1) letter (b).
The liquidator must notify all creditors regarding the dissolution of the Limited Liability Company by registered letter. The notification contains, among other things, the name and address of the liquidator; the procedure for submitting a claim; and the time period for submitting a claim which must not exceed 12 (twelve) days from the date of receipt of the notification letter submitting a claim which must not exceed 12 (twelve) days from the date of the notification letter [5]. Dissolution of a Limited Liability Company does not result in the loss of legal entity status until the liquidation is completed and the GMS or the court accepts the liquidator's accountability [6]. Limited Liability Company as an institution for pooling capital, provides right And obligation for for the holder. Right main for shareholders, it is the right to vote, the right to receive dividends or a share of the profits from the Limited Company and the right to receive the remaining assets of the Limited Company in liquidation.
Furthermore, based on Article 146 of Law Number 40 of 2007 concerning Limited Liability Companies, shareholders can dissolve the Company Limited by applying to the District Court because the limited liability company cannot possibly continue. Where in the explanation, Chapter 146, paragraph (1) letter c The Limited Liability Company Law states that what is meant by reason Company No Possible For to be continued between other:

1) The Company has not carried out any business activities (non-active) for 3 (three) years or more, as evidenced by a notification letter submitted to the tax authority;
2) In the case where the majority of shareholders are no longer know the address although has called through advertisement in the newspaper so it can't be a GMS is held;
3) In the case of considerations regarding share ownership in the Company such that the GMS cannot take a decision which is valid, for example 2 (two) groups of shareholders each have 50% (fifty percent) of the shares, or;
4) Riches The Company has been reduced to the extent that, with its existing assets, it is no longer possible for the Company to continue its business activities.

The dissolution of a Limited Liability Company cannot be carried out just like that. There are Many parties related to Limited Liability Companies that must be observed and protected so that until the liquidation is completed and the liquidator's responsibility is accepted by the GMS or the court, the Company's actions can be declared to have lost its legal entity status.
The case of dissolution of a Limited Liability Company that was dissolved in West Nusa Tenggara (NTB) is the case of PT Perumahan Island Southeast West Excellent, Which moves in Business fields: Contracting, General Trade, Industrial Sector, And Transportation General. PT Nusa Tenggara Barat Prima has an ongoing internal conflict between shareholders, the board of directors, and the board

2 Binoto Nadapdap, 2013, *law Company Limited* , Gemstone Script, Jakarta. Page. 2
3 Chapter 142 Paragraph (1) Act PT
4 M. Yahya Good luck, *Law Company Limited* , Ray Graphics, Jakarta, 2013, p. 543.
5 France Satrio Wicaksono, *Not quite enough answer Holder Share, Directors, and Commissioner Company Limited* , Visimedia, Jakarta, 2009, p. 39.
6 Azizah, *Law Company Limited* . Equivalent Press, Poor, 2016 p. 158

of commissioners; therefore, the General Meeting of Shareholders (GMS) agreed to submit a request for a Decision to the Mataram District Court. The Mataram Court accepted this request for dissolution. Emit Determination Number 131/Rev. P/2024/PN Mtr, which stipulates that PT Perumahan Nusa Tenggara Barat First disbanded under Chapter 142 Law Number 40 of 2007 concerning Limited Liability Companies. However, the Court cannot dissolve the process to the Minister of Law and Human Rights to cancel the PT dissolution permit because the decision to dissolution from the Court was brought to the Notary Public for making a peace deed.

The Peace Deed in this case was made after the Mataram District Court issued the dissolution decision PT. Peace deed in Article 1851 of the Civil Code A Peace Deed is an agreement by which both parties, by handing over, promising or retaining an item, end a pending case or prevent a case from arising.

Based on the explanation of the background above, the author puts forward a number of main problems: The author formulates two main problems: how Does the Peace Deed Post-Dissolution PT work? And what are the legal consequences and distribution of assets carried out by Liquidator Post-Dissolution PT with Act Peace?

Method Study

The research in this article uses normative legal research. Legal research, also called law normative or research doctrinal in literature Brazier America, is internal research in the discipline of law. It is called doctrinal legal research because it is conducted and aimed only at written regulations or legal materials. Library research or document studies are called library research because this research is more often performed on secondary data in the library. Several approaches are used in this study, namely *the statute approach, conceptual approach, and case approach.*

In this study, legal materials, including laws and regulations, books, and other written works, were collected through document studies, namely by collecting and reviewing primary, secondary, and tertiary legal materials. Legal materials will be checked for repeat validity and reliability so that they can be used as material to answer the problems in this study [7]. Legal materials have been obtained in the form of secondary legal materials, primary legal materials, and tertiary legal materials, namely, by prescriptive-qualitative analysis. The processing of legal materials that have been collected with stages, identification, classification, and systematization provides an assessment of legal issues in research, to then draw conclusions.

Discussion

1. Role act peace post dissolution limited liability Company

The dissolution of Company Limited is a complex incident that significantly impacts various parties, including holders of shares, creditors, and third-party related parties. In context, deed peace appears as an instrument law that is effective for resolving disputes or conflicts that arise post-dissolution of a limited liability company. Dissolution of a PT can cause various problems, such as disputes between shareholders, members, or other parties. Related to PT. by Because That required a mechanism to solve these problems effectively and efficiently.

After Notary Public issues the deed of statement of dissolution of the company based on Chapter 3 paragraph (1) And (2) Regulation Minister of Law And Right Basic Man Republic Indonesia Number 21 2021 Regarding the Requirements and Procedures for Registration of Establishment, Changes, And Dissolution Body Law Company Limited (hereinafter referred to as PERMENKUMHAM No. 21 of 20221) which applies to the dissolution of a legal entity in the form of a limited liability company to the Minister and Notary.

If the company is dissolved, the dissolution must followed by liquidation. Liquidation (vereffening, winding-up) means settling and terminating PT affairs after a Court Decision to stop or dissolve the PT. While the settlement of the dissolution or settlement is ongoing, the PT has the status of a Limited Liability Company "in Settlement," which is regulated in the Article and is stated behind the name of the Limited Liability Company on every outgoing letter of the PT.

The term liquidator refers to a person who is appointed or designated. in the GMS or District Court to become the liquidation organizer who should regulate and settle the company's assets.

In the case of PT Perumahan Nusa Tenggara Barat Prima, the Court The State appointed Prof. DR. H. Zainal Asikin, SH., SU and Baharudin, SH.MH as liquidators to settle the dissolution process of PT Perumahan Nusa Tenggara Barat to the Ministry of Law and Human Rights. Within a maximum period of 30 (thirty) days from the date of the company's dissolution by court order:

a. Notify all creditors regarding the dissolution of the PT by announcing the dissolution in Newspapers and the State Gazette of the Republic of Indonesia.
b. Notify the Minister regarding the dissolution of the PT to be recorded in the Company register as the Company in liquidation.

Notice to creditors in Letter News and The State Gazette of the Republic of Indonesia contains the following:

a. Dissolution PT and its legal basis
b. Name and liquidator address
c. Procedures for submitting bills
d. Bill submission period

Based on Article 147 paragraph (3) of the UUPT, the submission period bill is 60 (six tens) days counted since the date announcement in Letter News And News Country Republic of Indonesia. Completeness of notification to the Minister by the provisions of Article 147 paragraph (4) notification to the Minister "must be completed" with evidence consisting of:

a. Base law dissolution, and
b. Announcement to creditors in Newspaper

After the liquidator notifies the limited company of the dissolution through an announcement in a newspaper, the liquidator must then carry out a "settlement." This obligation is stated in Article 149, paragraph (1) of the UUPT. The liquidator settles the PT's assets in the liquidation process.

[7] Amiruddin & Zainal Cool, *Introduction Method Study Law*, Tenth Edition, PT Rajagrafindo Persada, Jakarta. p. 68.

The duties and obligations of settling the holdings of the PT in the liquidation process include the implementation of [8].

a. Recording and collection
1) Treasure wealth, and,
2) Debt.

b. Announcement in Newspapers and the State Gazette of the Republic of Indonesia regarding the Plan for Distribution of Assets resulting from liquidation.

According to the explanation in Chapter 149 paragraph (1) letter b UUPT, the plan for distributing the liquidation results includes plan "the size debt" and plan" payment to creditors."

- Development to creditors
- Payment of remaining assets resulting from liquidation to shareholders
- Another action that needs to be taken in implementing the settlement of assets is to file a bankruptcy petition because the company's debts are greater than the company's assets.

If there is any Wrong One case PT in NTB (PT Nusa Housing Southeast West First), Which was decided by Court Number 131/Pdt.P/2024/PN Mtr, the dissolution of the Limited Liability Company carried out The court ruling is a case of PT. Perumahan Nusa Tenggara Barat Prima is engaged in the business sector of contracting or/contractors, general trade, industry, and public transportation. PT Nusa Tenggara Barat Prima involves an internal conflict between shareholders, board directors, And board commissioner. Based on Number Determination 131/Pdt.P/2024/PN Mtr, it is proven that Director Main is not running the Company's management properly. This results in poor bookkeeping, unrealized business planning, and disharmonious relationships between holder share, board directors, And board commissioner. Because of that conflict, The Company can not operate effectively. Finally, to dissolve PT, the Court may not be processed up to the Ministry of Law's Right Basic Man for cancellation permission. Because of that decision, they brought it directly in front of the notary public so that a peace deed could be made.

Act peace is an agreement done by two people or more in front of a body of law, Which is authorized (Judge), Which requests the level of trial And its nature tie. In PERMA No. 1of 2008, a peace deed contains the contents of a peace agreement and decision judge, which strengthens the agreement peace, Which bows down on effort law normal and also outside customary.[9] Act peace (act van vegetable) is an agreement between the two disputing parties to make peace, which is done in advance hearing. According to Rico Gift Son Deed; peace is made with to the best of my knowledge, law in cases that are successfully resolved peacefully in court, so that it is equated with a judge's decision that has permanent legal force, so that an appeal or cassation cannot be submitted, because this attaches the power of execution.

Thus, this peace deed (acta van vergelijk) has a special strength executive characteristic. Provision about the deed peace (act) van common) This set up in Chapter 130, paragraph (2) HIR, which mentions that , If peace happen, so about matter That, on at the time of the hearing, a deed must be drawn up, whereby both parties are obliged to fulfill the agreement made; then the letter (deed) is valid and will be executed as an ordinary judge's decision. According to the explanation of Article 130 paragraph (2) HIR, in principle, a peace deed made legally will be binding and have strength law—the same goes for decisions in a court that have permanent legal force and cannot be appealed.

The making of the peace deed begins when the agreement is read out at the next hearing to be heard by the judge after being examined. then ratified, the peace deed was made simultaneously with the peace decision. Thus, before issuing a peace decision, the judge will make a peace deed (*Acta van Vegelijk*). The making of the peace deed is carried out in the following manner:

- The parties first make their own peace agreement in a deed.
- The parties sign a peace deed.
- Judge (court) to drop decision under the material or content of the peace deed with the dictum (amar); punishing the parties to obey and implement the agreement's contents.

The dissolution of a Limited Liability Company (PT) is a legal event that has wide-ranging impacts, both on the company itself and parties that own an interest in it, such as shareholders, creditors, and third parties. After the dissolution of a PT, various legal consequences arise that require the settlement of ongoing contracts. A peace deed is one of the legal instruments that can be used to resolve the post-dissolution of a PT.

Act peace is form agreement between the disputing parties made in written form and has binding legal force. Based on Article 1851 of the Civil Code (KUHPer), peace is an agreement in which the parties end the peace or prevent the emergence of peace in the future. In the context of PT dissolution, a peace deed is often used to settle the company's obligations to creditors and regulate distribution in between holder share. Act This Also can made before a notary, so that it has the status of an authentic deed which has perfect evidentiary force as regulated in Article 1868 of the Civil Code [10].

The peace deed has binding legal force and can be used as valid evidence in court. Power executive equivalent with decision court Which has been strengthened law still, as set up in Chapter 130 paragraph (2) HIR. Where the peace deed plays an important role in several aspects after the dissolution of a PT, including:

a. Completion Dispute Internal

Conflicts between shareholders, directors or commissioners often occur time become trigger dissolution Company Limited, Therefore, a peace deed can regulate the division of responsibilities, rights and obligations of the parties fairly, thus avoiding a protracted litigation process.

b. Asset Sharing Arrangement

After the dissolution, the liquidator on duty tidied up PT assets. The Peace Deed may contain an agreement on the distribution of remaining assets after obligations to creditors have been met, including a distribution mechanism to

[8] Magic Octaria Coal, University Indonesia, University Indonesia Jakarta, ed. By Reny Andriani, Faculty of Mathematics and Natural Sciences, University of Indonesia, Depok (2012). P. 85.

[9] Day Suspect, *Law Proof In Case Civil* , 2005, p. 47.
[10] Ibid

shareholders.

c. Protection of Rights Creditors

A Peace Deed can be used to agree on a method of debt repayment to creditors, including a payment scheme or debt reduction, thereby speeding up the liquidation process.

d. Prevention of Dissolution

In some instances, a peace deed can be an alternative to prevent the dissolution of a PT by resolving the root of the conflict peacefully, such as improving the system. Management company or arrange repeat shareholding.

2. Legal Consequences and Distribution Asset Carried out by the Liquidator after the Dissolution of a Limited Liability Company with a Peace Deed

a. Consequences of Dissolution of PT According to the Limited Liability Company Law

As a legal entity, a limited liability company is considered as if it were a separate person or legal subject (artificial person) that is independent so that it has the right to be the holder of its own rights and obligations, while the Board of Directors... as part from organ company limited is The only company organ that has the right and authority to represent the company is only a sub-subject of a legal entity Which named company limited. Therefore, in carrying out its obligations to manage the company, there are limitations on the authority of the Board of Directors, namely that it is not permitted to act outside the intent and purpose of the company and to carry out actions that are outside its authority as stipulated in the Limited Liability Company Law, the Articles of Association Base, And Regulation other Which applies. With fulfilled terms and conditions restrictions authority, which applies, every action taken by the Company's Board of Directors members will be considered binding on the company. This means that the company must continue to bear all legal consequences, so based on this, to create legal certainty regarding the authority to act for and on behalf of the company, in many countries, specific disclosure mechanisms have been implemented which require the company to announce the authority to act of the Board of Directors and each of its members including other parties appointed or given power to act for and on behalf of the company and the limitations of their authorities. In Indonesia, the provisions regarding this information disclosure can be seen in Article 21 paragraph (2) and Article 22 of Law No. 1 of 1995 concerning Limited Liability Companies. With the provisions regarding openness or disclosure, it is hoped that it can minimize unexpected legal risks.

The Board of Directors does not quite have enough answers to carry out all its duties for the interests and purposes of the company, and its actions are based on faith and compliance with applicable laws and regulations. Dissolution PT cause consequence law, which is significant for various parties, including:

1. To Legal Entity Status PT

a) A PT retains its legal entity status until liquidation is complete (Article 143 of the UUPT).
b) PT is prohibited from carrying out new business activities, except for liquidation purposes (Article 142 paragraph 2 letter b UUPT)

2. Against the Holder Share

a) Not quite enough answer holder share limited on the value of shares owned
b) Shareholders are entitled to the remaining assets after liquidation, but cannot file a new lawsuit regarding the dissolution after the peace deed has been agreed.

3. Against Creditors

a) Creditors must submit bills within 60 days from the announcement
b) If bill No is submitted, creditors lose the right to payment (Article 147 paragraph 3 UUPT).

4. Towards the Board of Directors and Commissioner

Board of Directors and the commissioners end their duties after the liquidator is appointed, but are responsible for actions during their term of office if proven breaking the law (Article 97 UUPT)

b. Distribution of Assets Carried Out by Liquidators After Dissolution of PT with a Deed of Peace

Liquidation is the final stage of the existence of a Limited Liability Company (PT) after dissolution. This process aims to complete all obligations and settle the company's use shared with the entitled party. The liquidation process is not only a legal obligation but Also functions to ensure that the rights of creditors and shareholders are respected and avoid potential legal conflicts in the future. In the Indonesian legal system, provisions on liquidation are regulated in detail in Law Number 40 of 2007 concerning Limited Liability Companies (UUPT).

Chapter 142 UUPT mentioned that dissolution the company can occur because:

1) Decision Meeting General Holder Share (GMS);
2) The End term time of establishment the company as stipulated in the articles of association;
3) Based on the court decision ;
4) The commercial court revoked the bankruptcy because the bankrupt's assets were insufficient to pay the bankruptcy costs;
5) business license ;
6) Regulation provisions other legislation.

Even though it has been dissolved, based on Article 142 paragraph (3) of the UUPT, the company continues to exist for liquidation purposes until the process of the finished and announcement of dissolution is done in News Country Republic Indonesia (BNRI) as well as letter nationally circulated daily newspaper [11].

The position of Liquidator is a person or body of law who is authorized to carry out the liquidation process. The appointment of a liquidator can be made through a decision of the GMS or a court order in the case of dissolution carried out by the court. If not specified otherwise, the board of directors automatically acts as a liquidator.

The duties and authorities of the liquidator are regulated in Article 147 of the UUPT, including:

a) Announcing the dissolution of the company to the

[11] Chapter 142 paragraph (3) Constitution Number 40 Year 2007 about Limited liability company .

public;
b) Do recording And evaluation on all assets and liabilities of the company;
c) Finish obligation to party third, including creditors;
d) Sell company assets if necessary;
e) Share remainder assets to shareholders ;
f) Prepare the final liquidation report and submit it to the GMS or court for approval.

Liquidators have a legal and ethical obligation to act transparently, accountably and professionally. If the liquidator commits negligence or deliberate acts that cause losses, they can requested accountability civil or criminal law [12]. Settlement of Obligations to Third Parties Before distribution to shareholders, the company's obligations to third parties must be settled. Based on the principle of parity creditor, all creditors basically have the same position, except for separatist and preferred creditors who have special rights to the collateral object. Separatist creditors, such as banks holding fiduciary collateral, have the right to execute their collateral first.

Payment process in settlement obligations, namely:
1) Cost liquidation process ;
2) Wages and rights employee;
3) Taxes and state obligations;
4) Trade debt and other commercial obligations.

In the event of a debt dispute, the liquidator is obliged to resolve it, preferably through mediation or trial, before proceeding to the next stage [13]. The liquidator needs to assess the company's assets and determine the best disposal method. Assets such as land, buildings, vehicles, and production machinery can be sold through auction, outright sale, or conversion with a participation scheme. Capital. Assets: No liquidation, like receivables or property in dispute, will require a longer time and strategy settlement alone. However, after all obligations have been settled, the remaining assets of the company can be distributed to shareholders according to the composition of shares owned. Based on Article 147, paragraph (2) of the UUPT, the distribution is carried out under proportionality. Form distribution Can be in the form of Money, cash, goods, or other forms based on the shareholders' agreement [14]. To ensure the legality and transparency of the process, documentation of the distribution of assets must be approved in the GMS forum and stated in the minutes.
PT Perumahan Nusa Tenggara Barat Prima was dissolved based on Court Decision Number 131/Pdt.P/PN Mtr. Requires clear legal procedures, especially in liquidation. Asset. Therefore in in deed peace number 01 made before a Notary that the contents of the deed contain the parties agreeing that the settlement of the assets of the Limited Liability Company "PT PERUMAHAN NUSA TENGGARA BARAT PRIMA" (in liquidation), Which move and also No the movable assets will be sold in their entirety, then the proceeds will be distributed to all shareholders or their heirs as follows:
a) Part For Holder Stock/expert Inheritance from The late Sir Doctorandus H. ISTANBUL, as Holder Shares amounting to 25% (twenty-five percent);
b) Part for Holders Share Sir Doctorandus H. LALU AZHAR, is 25% (twenty-five percent);
c) The share for Shareholders of Mr. LALU IRHAM RAFIUDDIN ANUM, Bachelor of Laws, is 25% (twenty-five percent);
d) Part for Holders Stock/expert Inheritance from Mr. Doctorandus H. NOERDIN. H. MUHAMAD YAKUB is 25% (twenty-five percent).

The distribution as mentioned above, is carried out after reducing expenses for all debts and obligations of the Limited Liability Company "PT. PERUMAHAN NUSA TENGGARA BARAT PRIMA" (in Liquidation), which consists of:
a) Debts to housing consumers who have not yet obtained housing buildings or refunded consumer down payments;
b) Certificate name change fees that have not been made in the name of the Consumer;
c) Notary fees and name change taxes or other company taxes;
d) Cost Matters and Liquidator, Which was issued on settlement of Company Dissolution, and;
e) Other costs.

Based on the agreed peace deed, the parties contain provisions for the professional distribution of assets based on the percentage of issued share ownership. Therefore, that deed peace own strength law tie and is a form of legal contract as regulated in Article 1851 of the Civil Code, which states that Peace is an agreement with which a second split party makes mutual giving and receiving, stopping a case in progress or preventing a case from arising.

The peace deed (Article 1851 of the Civil Code) is a crucial instrument in resolving disputes after the dissolution of a Limited Liability Company. The following are the legal consequences:
a) Finality Dispute Resolution
Act peace tie for party like court ruling Which powerful law still (Chapter 130 paragraph 2 HIR). The parties cannot file a new lawsuit regarding matters that have been reconciled.

b) Asset Sharing Arrangement
Peace deeds can load sharing agreements that deviate from provision UUPT, as long as they are approved by all shareholders and creditors.

c) Protection of Rights Minority
Shareholders can be guaranteed their rights through clauses in the peace deed, such as the right to sell shares (appraisal right) or financial compensation.

d) Execution of Deed Peace
If one party defaults, the peace deed can be executed through the court without requiring a new lawsuit (Article 1854 of the Civil Code).
e) Impact on Liquidation Process
f) The liquidator must comply with the agreement in the

[12] R. Subekti, " *The Main Points Law Civil* ," Intermasa, Jakarta, 2007, p. 51.
[13] Munir Fuady, " *Law Company Limited* ", Image Aditya Devotion, 2021, p. 187.
[14] Yahya Good luck, " *Law Company Limited* ", Ray Graphics, Jakarta, 2016, p. 361.

peace deed.

g) If the peace deed conflicts with the provisions of the UUPT, the court can annul it (Article 1320 of the Civil Code).

Conclusion

The peace deed has several strategic roles in the dissolution of the PT. First, this deed serves as a means of resolving disputes among shareholders, directors, commissioners, and also third parties such as creditors and business partners. When an internal conflict arises that causes the company to be unable to operate effectively, a peace deed can be used to regulate the responsibilities of each party, including asset division, debt settlement, and termination of employment. Second, a peace deed can help expedite the liquidation process by providing legal certainty regarding the settlement of the company's obligations to external parties. Without the existence of a peace deed, liquidation can take longer and trigger additional legal disputes that could potentially harm all parties involved.

The Act of Peace has binding legal consequences for all parties involved, including the liquidator. With a deed of peace, distributing assets after the dissolution of a PT becomes more structured, efficient, and legally valid. The deed can serve as the primary guideline for liquidators in settling company assets, starting from paying off debts to creditors, distributing the remaining assets to shareholders, and terminating the company's obligations to external parties. The deed of peace also provides legal protection for liquidators as they carry out their duties per the provisions agreed upon in the deed. This expedites the completion of the liquidation process and minimizes the risk of new disputes arising after dissolution.

References

1. Ahmad Yani, Dr. Widjaya Gunawan. Series Law Business: Limited Liability Company. Raja Grafindo Persada; 2000.
2. Azizah. Law Company Limited. Equivalent Press; 2016.
3. Nadapdap B. Law Company Limited. Gemstone Script; 2013.
4. Muhaimin. Method Study Law. Mold First, Mataram University Press; 2020.
5. Goodluck MY. Corporate Law Limited. Ray Graphics; 2011.
6. Fuady M. Law Company Limited. Image Aditya Devotion; 2016.
7. Goodluck MY. Law Company Limited. Rays Graphics; 2016.
8. Subekti R. Principles of Civil Law. Intermasa; 2007.
9. Soekanto S. Introduction Study Law. University Indonesia; 2007.
10. Goodluck MY. Law Company Limited. Ray Graphics; 2016.
11. Enjoy Z, Amiruddin. Introduction Method Study Law. 10th ed. PT Rajagrafindo Persada; 2018.
12. Btubara MO. University Indonesia. University Indonesia Jakarta. Faculty of Mathematics and Natural Sciences, University of Indonesia; 2012.