

CONSUMER PROTECTION IN HIGH YIELD PROMISSORY NOTES ISSUED BY PT INDOSTERLING OPTIMA INVESTA

Dian Riama L. Tobing*, **Lu Sudirman****, **Rufinus H. Hutahuruk*****
Faculty of Law, Universitas Internasional Batam, Indonesia

Abstract

One of the impacts of the COVID-19 pandemic is the default of high-yield promissory notes issued by PT Indosterling Optima Investa. This default case has led to the criminal trial of the CEO of PT Indosterling Optima Investa, who was acquitted, and the PKPU (Postponement of Debt Payment Obligation) decision stipulating the restructuring of interest payments and principal debt to investors. This research aims to determine the form of responsibility of PT Indosterling Optima Investa as the issuer for the losses suffered by investors due to the default of high-yield promissory notes and what legal protections are available for investors against the default of high-yield promissory notes issued by PT Indosterling Optima Investa. The type of research used in this paper is empirical legal research, where law is conceptualized as a social institution that is realistically associated with other social variables.

Keywords: *consumer protection, default, high yield promissory notes*

A. Background

A company is established with the primary goal of generating profit. The income statement is prepared to depict the company's operational results over a specific period.¹ Additionally, the income statement illustrates the success or failure of the company's operations in achieving its objectives. The company's operational results are measured by comparing its revenue with its costs. If the revenue exceeds the costs, the company is said to have made a profit; if the opposite occurs, the company incurs a loss. Thus, the goal of creating a just and prosperous society across Indonesia is the aim of national development, based on Pancasila and the 1945 Constitution.

A publicly listed company (*Perseroan Terbatas*) plays a crucial role in improving its quality to attract investors in the capital market to invest in the company. According to Law Number 40 of 2007 on Limited Liability Companies², a limited liability company is composed of an association of capital, or a partnership of capital,³ which is a legal entity with "limited" liability, amounting only to the capital invested.

* Corresponding Author: dianriamatobing@gmail.com

¹ Sari, L. N. (2018). *Analisis Kinerja Keuangan Pada Perusahaan Bumn Yang Terdaftar Di Bursa Efek Indonesia Tahun 2013-2017* (Doctoral dissertation, Universitas Islam Riau).

² Sudirman, L. (2016). Badan Hukum Penanaman Modal Asing dalam Undang-Undang Nomor 40 Tahun 2007 tentang Perseroan Terbatas. *Journal of Judicial Review*, 18(2), 135-144.

³ Irawan, Y. (2012). Bentuk Tanggung Jawab Sosial Dan Lingkungan Perusahaan Sebagai Implementasi Pasal 74 Undang-Undang No. 40 Tahun 2007 Tentang Perseroan Terbatas Melalui Proyek Penanaman Pohon Di Surakarta (Studi Di Kabupaten Karanganyar, Sragen Dan Wonogiri).

There is a distinction between "Closed Companies" and "Public Companies." A closed company is one that is established without the intention of selling its shares to the public.⁴ Meanwhile, according to Article 1, Paragraph 7 of Law Number 40 of 2007 on Limited Liability Companies, a public company is a company that offers its shares to the public, in accordance with the regulations in the capital market sector.⁵ However, it is broadly understood that not all public companies are public listed companies.

For a company, the presence of capital is vital, as without it, a company cannot operate or conduct its business. To seek capital as an initial funding source, the company must have capital from its founders. In addition, the capital market can be defined as a market for various financial instruments (or long-term securities) that can be traded, whether in the form of debt or equity, issued by the government, public authorities, or private companies. The capital market is one of the activities of non-bank financial institutions, serving as a means to expand the company's funding sources.

This activity is primarily aimed at companies requiring substantial funds for long-term use. Large amounts of funds needed for long-term use often cannot be fulfilled by banking institutions, so alternative funding sources can be sought through the capital market.

Furthermore, the capital market, from its purpose, is to support national development implementation to enhance equity, growth, and national economic stability, aiming to improve people's welfare. Generally, the capital market provides opportunities for the public to invest in the short, medium, and long term. For issuers, it becomes easier to obtain funds from investors by issuing securities, whether equity or debt-based.

The formation of the capital market aims to provide opportunities for the public to support economic growth. It can also serve as an investment vehicle for the public as a financing source for business development. The capital market itself is part of the financial market, alongside the money market, which also plays an essential role in national development. Additionally, it aims to accelerate public participation in owning shares or investing in public companies, providing opportunities for public participation in mobilizing funds to be used productively for national development financing.

Corporate bonds, in terms of their potential, carry higher risks compared to government bonds but also potentially offer higher returns. Generally, corporate bonds offer higher coupon rates, thus providing the potential for higher returns.

Corporate bonds are considered to have a higher risk of default compared to government bonds. The risk of default typically occurs when a company is unable to repay the bonds. The default risk is higher for companies compared to government bonds, although government bonds also

⁴ Wicaksono, R. M. T. A. D. (2021). Perbandingan Hukum Pengambilalihan Perusahaan Menurut Hukum Pasar Modal Indonesia dan Amerika Serikat. *Litigasi*, 22(1), 1-38.

⁵ Indonesia, P. R. (1995). Undang-undang Republik Indonesia nomor 40 tahun 2007 tentang perseroan terbatas.

have a potential default risk if a country faces significant financial difficulties or a major crisis.

Violations in the capital market sector have different characteristics compared to other sectors because the impact of such violations can be extensive and severe, such as the loss of large sums of money with many victims, potentially undermining the credibility of the capital market industry.⁶

Principally, default risk is understood as the risk that an investor will not receive the promised funds from the issuer when the investment product matures, whether in returns or principal.⁷ Credit rating is an essential element in assessing a securitized credit because it can predict the likelihood of default on the securitized credit.⁸ Furthermore, government regulations prohibit insurance companies and pension funds from investing in such high-risk instruments.

In 2016, PT Indosterling Optima Investa offered a product called High-Yield Promissory Notes (HYPN) to the public to place funds with PT Indosterling Optima Investa for a specific period, promising interest rates of 9% to 13%, which would be deposited monthly into the HYPN holder's account. PT Indosterling Optima Investa is not a banking or non-banking institution licensed by the Financial Services Authority (OJK) to collect funds from the public in the form of deposits.

In 2020, HYPN experienced a default on customer funds due to the COVID-19 pandemic. A total of 1,041 customers placed their funds with PT Indosterling Optima Investa through the HYPN product, and the total liability to customers amounted to approximately IDR 1.8 trillion. However, the company was unable to return these funds.

Subsequently, lawsuits emerged as a consequence of the alleged default on HYPN investment products. The CEO of PT Indosterling Optima Investa, Sean William Henley, was eventually executed based on the Supreme Court Decision No. 5937 K/Pid.Sus/2022 dated November 28, 2022, which became legally binding, for being proven guilty of violating Banking Law as stipulated in Article 46 Jo Article 16 of Law No. 10 of 1998 on the Amendment of Law No. 7 of 1992 on Banking.⁹

Therefore, default risk can also be understood as the risk of the inability to return the investment capital. As the aggrieved party, investors have a crucial position to obtain protection. Thus, in cases of default, this investment company indirectly impacts the investors who require protection, making this research on "Consumer Protection in High-Yield Promissory Notes at PT Indosterling Optima Investa".

⁶ Nasarudin, M. I. (2014). *Aspek hukum pasar modal Indonesia*. Kencana.

⁷ Merton, R. C., & Perold, A. F. (2008). Theory of risk capital in financial firms. In *Corporate Risk Management* (pp. 131-161). Columbia University Press.

⁸ Rais, M. F., & Irawaty, R. (2022). Analisis Perlindungan Hukum Investor Terhadap Perusahaan Investasi Dalam Hal Gagal Bayar (Default). *Jurnal Education and Development*, 10(3), 322-325.

⁹ Pasal 46 Jo Pasal 16 Undang-Undang No. 10 Tahun 1998 tentang Perubahan Atas Undang-Undang No. 7 Tahun 1992 tentang Perbankan

B. Identified Problems

The study conducted by I Made Artha Rimbawa on legal protection for property consumers in pre-project selling systems based on Consumer Protection Law Number 8 of 1999 utilizes normative juridical research methods. The study identifies several weaknesses in the pre-project selling method, including uncertainties in construction and handover, threats to consumers regarding refunds and unilateral administrative deductions by developers, and uncertainties in unit handover. This law provides crucial legal protection for property consumers, offering dispute resolution procedures through litigation and non-litigation methods such as conciliation, mediation, and arbitration as stipulated by Minister of Trade Decree No. 350/MPP/Kep/12/2001. Additionally, qualitative research and literature review by Alfina Maharani and Adnand Darya Dzikra indicate that the Consumer Protection Law is sufficiently comprehensive to protect consumers, contingent upon understanding by business actors and consumers themselves. Consumer protection institutions and law enforcement agencies must collaborate to ensure effective law enforcement in accordance with the principles of the Consumer Protection Law, while community-based consumer protection institutions should enhance their participation as mandated by law.

In this research, legal issues will be investigated, namely:

1. What is the responsibility of PT Indosterling Optima Investa for the losses caused by the default of high-yield promissory notes (HYPN) experienced by investors?
2. What legal protection is available for investors against the default of high-yield promissory notes (HYPN) issued by PT Indosterling Optima Investa?

C. Research Methods

The type of research used in this paper is empirical legal research, where law is conceptualized as a social institution realistically associated with other social variables. Empirical legal research aims to understand how the law is implemented, including the law enforcement process.¹⁰ This research will analyze consumer protection for holders of High-Yield Promissory Notes issued by PT Indosterling Optima Investa.

The approach used in this research is a qualitative descriptive approach. The qualitative approach is a method of analyzing research results that produce analytical descriptive data, which are data expressed by respondents in written or oral form and actual behavior that is studied as a whole.¹¹ Descriptive research aims to provide as accurate data as possible about human

¹⁰ Amiruddin, A. Z. (2006). *Pengantar Metode Penelitian Hukum* Jakarta: Raja Grafindo Persada. *Cet. Ke-1*.

¹¹ Mukti Fajar, N. D., & Achmad, Y. (2010). *Dualisme penelitian hukum: normatif & empiris*. Pustaka pelajar.

conditions or other phenomena. The primary goal is to reinforce hypotheses to help strengthen existing theories or develop new ones.¹²

The data sources are subjects from which data are obtained.¹³ The data sources in this research consist of primary data, obtained from direct research, and secondary data, obtained from literature reviews related to high-yield promissory notes by PT Indosterling Optima Investa.

D. Research Findings and Discussions

1. The Responsibility of PT Indosterling Optima Investa Towards the Losses Incurred from Default on High Yield Promissory Notes (HYPN) Experienced by Investors

Article 1233 of the Indonesian Civil Code (KUHPperdata) states that the source of an obligation is through agreements and laws. The obligation in question refers to a legal relationship in the realm of property law, where one party has the right to demand a performance, and the other party has the obligation to carry out said performance. In the event of a default risk faced by a company, creditors or investors can pursue legal claims against the company for non-performance based on civil law principles.

The Indonesian Commercial Code (KUHD) does not explicitly outline the mechanisms for a company's accountability regarding losses experienced by clients. As per the principle of *lex specialis derogat legi generali*, since the KUHD does not comprehensively address accountability, the guiding framework for liability will be the Unlawful Acts (Perbuatan Melawan Hukum, PMH) as described in the Civil Code (KUHPperdata).

According to Abdul Kadir Muhammad, liability for Unlawful Acts (PMH) can be categorized¹⁴ as follows:

- a. **Intentional Tort Liability:** This occurs when the defendant has knowingly committed acts that cause harm to the plaintiff or is aware that such actions would result in harm.
- b. **Negligence Tort Liability:** This is based on the concept of fault, where negligence involves a mix of moral and legal standards.
- c. **Strict Liability:** This applies when liability is assigned without regard to fault, meaning that even if the harm was not caused intentionally or negligently, the party is still held responsible for the resulting damages.

PT Indosterling Optima Investa, established in 2011 by the Indosterling Group, initially offered financial advisory services to medium-scale corporations in Indonesia. Indosterling Group has a reputable track record in the financial and capital markets, digital technology, consumer products, and business support services sectors.

¹² Soerjono, S., & Mamudji, S. (1986). *Pengantar Penelitian Hukum*, Jakarta.

¹³ Arikunto, S. (2010). *Prosedur penelitian suatu pendekatan praktek*. (No Title).

¹⁴ Muhammad, A. (1999). *Hukum Perusahaan Indonesia*. Citra Aditya Bakti.

The company also engages in digital technology development through Indosterling Technomedia. Sean William Henley serves as the founder and CEO of PT Indosterling Optima Investa.

The company's investment portfolio includes local tobacco leaf processing through PT Indonesia Tobacco, Tbk. PT Indosterling Optima Investa, as a publicly listed company, aims to foster good business practices and contribute positively to the economy and employment. The company's vision is to identify and realize promising investment opportunities in Indonesia, creating value for shareholders, and supporting the development and progress of Indonesia's business climate and economy.

In 2020, PT Indosterling Optima Investa defaulted on approximately IDR 1.9 trillion from 1,041 investors for High Yield Promissory Notes, which offered returns of 9% to 12%. The default started in April 2020, attributed to the COVID-19 pandemic. The product lacked authorization to manage client funds as it was not registered with the Financial Services Authority (OJK) or Bank Indonesia. Consequently, PT Indosterling Optima Investa's case was handled by the Investment Alert Task Force.

Promissory notes are direct debt instruments from the debtor or borrower to the creditor or investor. These instruments are short-term and unsecured, meaning they do not use collateral. Like other debt instruments, creditors expect interest on these promissory notes. Therefore, all promissory notes must specify the interest provided and the maturity date.¹⁵

Promissory notes carry unsecured risk, as they lack collateral and are not protected by any institution against investor losses. Consequently, these products are not registered with the OJK or BI.

The investment case was tried at the Central Jakarta District Court under case number 408/pid.sus/2021/PN.Jkt.Pst¹⁶, which prosecuted Sean William Henley. The court ruled that PT Indosterling Optima Investa was exempt from all criminal charges related to the issuance of High Yield Promissory Notes, resulting in a restructuring of payments to investors.

As the case progressed, PT Indosterling Optima Investa, in addressing the default, pursued legal measures, including fulfilling obligations to creditors as stipulated in the PKPU (Postponement of Debt Payment Obligations) ruling that has a legally binding force. If linked to the theory of breach of contract, PT Indosterling Optima Investa's failure to pay and settle debts to investors can be deemed as a default if they failed to fulfill their agreed obligations to creditors or

¹⁵ Carter, J., & Budiharto, S. M. (2016). Transaksi yang Mengandung Benturan Kepentingan pada Kontrak Pengelolaan Dana (Kpd). *Diponegoro Law Journal*, 5(3), 1-10.

¹⁶ Rais, M. F., & Irawaty, R. (2022). Analisis Perlindungan Hukum Investor Terhadap Perusahaan Investasi Dalam Hal Gagal Bayar (Default). *Jurnal Education and Development*, 10(3), 322-325.

investors, delayed in fulfilling said obligations, or did something that was prohibited by the agreement.

When issuing bonds, the issuer has the primary responsibility to pay the bond interest and the principal in a timely manner. An issuer that defaults, in this case, fails to fulfill their obligations, such as not paying bond interest or the principal debt, must rectify the situation and settle the debts.

To resolve default issues, investment companies responsible for paying and settling profits can take several actions, including:

- a. **Offering Restructuring:** This involves rescheduling or extending the maturity period.
- b. **Periodic Payments:** Ensuring income payments are secured by assets.
- c. **Conversion Options:** Allowing the conversion of the product into common stock.

Periodic payments can be categorized as follows:

- a. **Short-term Payments:** Fulfillment of the principal payment within a maximum period of one year.
- b. **Medium-term Payments:** Fulfillment of the principal payment within one to five years.
- c. **Long-term Payments:** Fulfillment of the principal payment over a period of more than five years.

According to Hans Kelsen's theory of liability¹⁷, if an obligation arising is not fulfilled, sanctions will be imposed. In civil liability, compensation can be demanded for losses resulting from unfulfilled contractual obligations or damages from unlawful acts, whether due to fault or negligence.

Article 1 point (30) of Law No. 8 of 1995 on Capital Markets explains that a trustee represents the interests of bondholders. Therefore, the issuer appoints a trustee to represent investors' interests in debt matters. If an issuer defaults, the trustee will take various measures to ensure the issuer fulfills its obligations to investors, including executing guarantees and liquidating the sinking fund.

In Book III of the Indonesian Civil Code (KUHPPerdata), the regulations regarding agreements are outlined, specifically in Article 1338, paragraph (1).¹⁸ This article states that a valid agreement, as established by law, is binding (principle of binding force). This means that an agreement results in legal obligations, and the parties involved are bound to fulfill their contractual commitments. Such an agreement is considered law for the parties involved. This legal principle signifies that the agreement cannot be revoked without mutual consent, ensuring

¹⁷ Patterson, E. W. (1952). Hans Kelsen and His Pure Theory of Law. *Calif. L. Rev.*, 40, 5.

¹⁸ Arista, W. (2020). Pelaksanaan perjanjian konsinyasi ditinjau dari pasal 1338 KUHPPerdata. *Jurnal Hukum Tri Pantang*, 6(1), 51-58.

that both parties adhere to what has been mutually agreed upon. This principle serves as a guideline in agreements between issuers or investment companies and investors, establishing that both investment companies and investors have binding legal obligations towards each other. In cases of default by the investment company, it is legally obligated to be accountable to the investors.

The risk of default occurs when a company fails to make interest payments or principal repayments on time or fails to meet other terms stipulated in the bond contract due to deteriorating performance and business development. The default risk for a country is more complex than corporate debt defaults because the country's assets cannot be seized to repay debts. Consequently, the repercussions of a default can be far-reaching, affecting international markets and the nation's population. A defaulting government can quickly descend into chaos, potentially devastating other types of investments in the issuing country.¹⁹

The Financial Services Authority (OJK) is an administrative body that controls financial services institutions in Indonesia. OJK plays a crucial role, especially when problems arise in the banking or non-banking sectors. If issues occur within these sectors, regulations by OJK are referenced.

Article 29 of OJK Regulation No. 1/POJK.07/2013 stipulates: "financial service business actors are responsible for losses incurred by consumers due to errors and/or negligence of management, employees, and/or third parties working for the financial service business actors."²⁰

This provision forms the basis for investment companies' responsibility towards creditors or investors in case of losses. Article 40 of the same regulation discusses consumer protection in the financial services sector. In this context, consumers, i.e., creditors/investors, can report complaints of losses to the Financial Services Authority (OJK), specifically to the Commissioner in charge of education and consumer protection.

In addition to criminal charges, PT Indosterling Optima Investa has also faced a petition for Postponement of Debt Payment Obligations (PKPU) in the Central Jakarta Commercial Court. According to the PKPU decision, payments for PT Indosterling Optima Investa's HYPN products, resolved through PKPU, began in March 2021. The director of PT Indosterling Optima Investa stated that the company's issues had been settled through the homologation of the PKPU petition.

¹⁹ Siagian, V., Rahmadana, M. F., Basmar, E., Purba, P. B., Nainggolan, L. E., Nugraha, N. A., ... & Purba, B. (2020). *Ekonomi dan bisnis Indonesia*.

²⁰ Wibowo, D. E. (2019). Penerapan konsep utilitarianisme untuk mewujudkan perlindungan konsumen yang berkeadilan kajian peraturan otoritas jasa keuangan nomor: 1/POJK. 07/2013 tentang perlindungan konsumen sektor jasa keuangan. *Syariah: Jurnal Hukum Dan Pemikiran*, 19(1), 15-31.

Homologation was granted on September 2, 2020, in the Central Jakarta Commercial Court. The homologation includes a peace agreement letter detailing a payment scheme to be implemented by PT Indosterling Optima Investa. Approximately 1,800 customers are registered under PT Indosterling Optima Investa's PKPU, with HYPN product claims totaling Rp. 1.99 trillion. According to the homologation, PT Indosterling Optima Investa will start repaying customers' funds in installments over four to seven years, with payments categorized based on the nominal amount of customers' investments.

2. Legal Protection for Investors Against Default on High Yield Promissory Notes (HYPN) Issued by PT Indosterling Optima Investa

Philipus M. Hadjon describes protection as the recognition of human rights held by legal subjects. Law serves to regulate relationships between the government and society, ensuring orderly and smooth social interactions.²¹ Fitzgerald explains that the purpose of legal protection theory is to integrate and coordinate various interests within society, recognizing that protecting specific interests requires limiting others.²²

In capital markets, investors typically hold a weaker position because many companies offering securities through the market are family-owned and maintain the same management patterns even after public offerings. Legal protection for investors is crucial in the capital market industry. Law No. 8 of 1995 provides preventive protection through full disclosure principles and intermediary integrity, as well as repressive protection through criminal, civil, and administrative sanctions.

Investor protection in the context of investment companies includes ensuring transparency and providing guarantees (collateral) supported by sinking funds. The forms of protection under Law No. 8 of 1995 include:

- a. **Registration Statement:** A series of information disclosed to the public. It ensures that all relevant information is revealed, impacting related parties' decisions.
- b. **Continuing Disclosure:** Post-effective public offering, issuers must continually provide relevant information about company events that could affect investors.
- c. **Relevant Information:** Non-financial information that may influence the company's securities value or investors' decisions.

²¹ Hadjon, P. M. (1987). *Perlindungan hukum bagi rakyat di Indonesia: sebuah studi tentang prinsip-prinsipnya, penanganannya oleh pengadilan dalam lingkungan peradilan umum dan pembentukan peradilan administrasi negara*. Bina Ilmu.

²² Rahardjo, S. (2000). *Ilmu hukum, PT. Citra Aditya Bakti, Bandung*.

- d. **Adequate Information:** Investors require highly valid and sufficient information. Typically, the information provided needs analysis, for which investors may seek advice from securities companies or investment advisors.

In the Decision of the Chairman of the Capital Market and Financial Institution Supervisory Agency No. Kep-716/BI/2012 concerning the Administration of Investor Protection Funds, it is stated: "in cases where investor claims on the investor protection funds are not accepted by the administrators of the investor protection funds, the investor has the right to file an objection to the decision of the investor protection fund administrators with Bapepam-LK".

Based on this regulation, if an investor's claim for compensation is not granted by the investor protection fund administrators, the Financial Services Authority (OJK) still has the authority to review the claim. Investors can appeal the rejection decision to the OJK, requesting a reconsideration of their claim. In the context of a default by an investment company, if investors do not receive their due rights, the OJK can provide legal protection to expedite the investment company's fulfillment of its legal obligations, ensuring that investors receive what they are entitled to.

OJK's role in providing legal protection in default cases is akin to ensuring legal accountability. Legal protection is given to investors to secure their rights. As the authority responsible for investor protection, OJK will act if it is proven that investors have not received their full rights as stipulated in the agreement between the company and the investors.

2.1. Preventive Consumer Protection

Preventive consumer protection for investors is regulated in Articles 28, 29, and 30 of POJK No. 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector. These articles outline the obligations of financial service providers to adhere to agreements with consumers and to take responsibility for losses arising from their errors or negligence.

- a. **Article 28:** "Financial service providers are obliged to execute consumer instructions in accordance with agreements and legal regulations."
- b. **Article 29:** "Financial service providers are responsible for consumer losses resulting from errors and/or negligence of their management, employees, or third parties acting on their behalf."
- c. **Article 30:** (a) Financial service providers must prevent their management, supervisors, and employees from: (1) Enriching or benefiting themselves or others. (2) Abusing authority, opportunity, or facilities due to their position. (b) The management and employees of financial service providers must

adhere to a code of ethics in serving consumers, established by each financial service provider. (c) Financial service providers are responsible to consumers for actions taken by third parties on their behalf.

2.2. Administrative Sanctions

Chapter VI of POJK No. 1/POJK.07/2013 concerning Consumer Protection in the Financial Services Sector, Article 53, states: "financial service providers and/or parties violating provisions in this OJK regulation will face administrative sanctions, including: (a) Written warnings, (b) Fines, which are obligations to pay a certain amount of money, (c) Business activity restrictions, (d) Suspension of business activities, and (e) Revocation of business licenses".²³ Therefore, financial service providers must comply with all POJK regulations.

2.3. Implication and Recommendations

Given the regulatory framework provided by POJK, in the event of a default by an investment company, these regulations serve as guidelines for the government and relevant companies to protect investors. Legal protection includes the establishment of policies on company transparency, information disclosure, guarantees of information accuracy, and administrative or criminal sanctions for rule violations. This ensures that creditors or investors feel protected and secure in their investment transactions, which can help prevent and mitigate the risks of default.

Given the regulatory framework provided by POJK, in the event of a default by an investment company, these regulations serve as guidelines for the government and relevant companies to protect investors. Legal protection includes the establishment of policies on company transparency, information disclosure, guarantees of information accuracy, and administrative or criminal sanctions for rule violations. This ensures that creditors or investors feel protected and secure in their investment transactions, which can help prevent and mitigate the risks of default.

OJK, as the main regulator of the capital market and investment industry, must impose strict sanctions on companies involved in default cases to prevent recurrence. OJK should mandate transparency from investment companies on all matters related to company performance that could affect principal payments to investor.

²³ Ahmad, S. S., & Mujib, A. (2023). ANALISIS POJK No. 1/POJK. 07/2013 TERKAIT PERLINDUNGAN KONSUMEN DALAM ASPEK JASA KEUANGAN TERHADAP TELEMARKETING ASURANSI DI BNI LIFE SYARIAH. *Muamalat: Jurnal Kajian Hukum Ekonomi Syariah*, 15(2), 159-172

E. Conclusions

1. PT Indosterling Optima Investa is responsible for the default on the High Yield Promissory Notes it issued. As the issuer, PT Indosterling Optima Investa has the primary responsibility to make timely payments of bond interest and principal. However, in practice, the issuer failed to meet these obligations, leading to a court-ordered restructuring of payments to investors under PKPU (Debt Payment Obligation Postponement).
2. Preventive protection for investors requires transparency and guarantees (collateral), supported by reserve funds (sinking funds). Legal protection must be provided through legislation and other regulations to address bond default cases, considering the long resolution times and significant losses involved. This will ensure that in future cases, investors are protected by legal safeguards in pursuing their right.

REFERENCES

- Ahmad, S. S., & Mujib, A. (2023). Analisis Pojk No. 1/Pojk. 07/2013 Terkait Perlindungan Konsumen Dalam Aspek Jasa Keuangan Terhadap Telemarketing Asuransi Di Bni Life Syariah. *Muamalat: Jurnal Kajian Hukum Ekonomi Syariah*, 15(2), 159-172.
- Amiruddin, A. Z. (2006). *Pengantar Metode Penelitian Hukum* Jakarta: Raja Grafindo Persada. *Cet. Ke-1*.
- Arikunto, S. (2010). *Prosedur penelitian suatu pendekatan praktek. (No Title)*.
- Arista, W. (2020). Pelaksanaan perjanjian konsinyasi ditinjau dari pasal 1338 KUHPerdata. *Jurnal Hukum Tri Pantang*, 6(1), 51-58.
- Carter, J., & Budiharto, S. M. (2016). Transaksi yang Mengandung Benturan Kepentingan pada Kontrak Pengelolaan Dana (Kpd). *Diponegoro Law Journal*, 5(3), 1-10.
- Hadjon, P. M. (1987). *Perlindungan hukum bagi rakyat di Indonesia: sebuah studi tentang prinsip-prinsipnya, penanganannya oleh pengadilan dalam lingkungan peradilan umum dan pembentukan peradilan administrasi negara*. Bina Ilmu.
- Indonesia, P. R. (1995). Undang-undang Republik Indonesia nomor 40 tahun 2007 tentang perseroan terbatas.
- Irawan, Y. (2012). Bentuk Tanggung Jawab Sosial Dan Lingkungan Perusahaan Sebagai Implementasi Pasal 74 Undang-Undang No. 40 Tahun 2007 Tentang Perseroan Terbatas Melalui Proyek Penanaman Pohon Di Surakarta (Studi Di Kabupaten Karanganyar, Sragen Dan Wonogiri).
- Merton, R. C., & Perold, A. F. (2008). Theory of risk capital in financial firms. In *Corporate Risk Management* (pp. 131-161). Columbia University Press.
- Muhammad, A. (1999). *Hukum Perusahaan Indonesia*. Citra Aditya Bakti.
- Mukti Fajar, N. D., & Achmad, Y. (2010). *Dualisme penelitian hukum: normatif & empiris*. Pustaka pelajar.
- Nasarudin, M. I. (2014). *Aspek hukum pasar modal Indonesia*. Kencana.
- Pasal 46 Jo Pasal 16 Undang-Undang No. 10 Tahun 1998 tentang Perubahan Atas Undang-Undang No. 7 Tahun 1992 tentang Perbankan.
- Patterson, E. W. (1952). Hans Kelsen and His Pure Theory of Law. *Calif. L. Rev.*, 40, 5.
- Rahardjo, S. (2000). *Ilmu hukum*, PT. Citra Aditya Bakti, Bandung
- Rais, M. F., & Irawaty, R. (2022). Analisis Perlindungan Hukum Investor Terhadap Perusahaan Investasi Dalam Hal Gagal Bayar (Default). *Jurnal Education and Development*, 10(3), 322-325.
- Rais, M. F., & Irawaty, R. (2022). Analisis Perlindungan Hukum Investor Terhadap Perusahaan Investasi Dalam Hal Gagal Bayar (Default). *Jurnal Education and Development*, 10(3), 322-325
- Sari, L. N. (2018). *Analisis Kinerja Keuangan Pada Perusahaan Bumn Yang Terdaftar Di Bursa Efek Indonesia Tahun 2013-2017* (Doctoral dissertation, Universitas Islam Riau).
- Siagian, V., Rahmadana, M. F., Basmar, E., Purba, P. B., Nainggolan, L. E., Nugraha, N. A., ... & Purba, B. (2020). *Ekonomi dan bisnis Indonesia*.
- Soerjono, S., & Mamudji, S. (1986). *Pengantar Penelitian Hukum*, Jakarta.

- Sudirman, L. (2016). Badan Hukum Penanaman Modal Asing dalam Undang-Undang Nomor 40 Tahun 2007 tentang Perseroan Terbatas. *Journal of Judicial Review*, 18(2), 135-144.
- Wibowo, D. E. (2019). Penerapan konsep utilitarianisme untuk mewujudkan perlindungan konsumen yang berkeadilan kajian peraturan otoritas jasa keuangan nomor: 1/POJK. 07/2013 tentang perlindungan konsumen sektor jasa keuangan. *Syariah: Jurnal Hukum Dan Pemikiran*, 19(1), 15-31.
- Wicaksono, R. M. T. A. D. (2021). Perbandingan Hukum Pengambilalihan Perusahaan Menurut Hukum Pasar Modal Indonesia dan Amerika Serikat. *Litigasi*, 22(1), 1-38.