

企业会计准则培训教程

企业会计准则 ——债务重组

界定·计量·披露操作指南



中国物价出版社

企业会计准则培训教程

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——债务重组界定·计量·披露操作指南

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中国物价出版社

· 北京 ·

责任编辑：郭爱东

责任校对：刘传芳

图书在版编目 (CIP) 数据

企业会计准则培训教程/田明等著. —北京：中国物价出版社，1999. 2

ISBN 7-80070-842-X

I. 企… II. 田… III. 企业管理-会计制度-教材 IV. F275. 2-43

中国版本图书馆 CIP 数据核字 (1999) 第 04179 号

出版

中国物价出版社

发行

社址 北京月坛北小街 2 号

邮编 100837

经销 新华书店

印刷 北京忠信诚印刷厂

开本 787 毫米×1092 毫米

印张 118

字数 1880 千字

版次 1999 年 2 月第 1 版

印次 1999 年 2 月第 1 次印刷

书号 ISBN 7-80070-842-X/F·638

定价 219.00 元 (本册定价 29.00 元)

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企业会计准则——债务重组

引言

1. 本准则规范企业债务重组的会计核算和相关信息的披露；
2. 债务重组会计核算的主要问题是确认和计量债务重组形成的损益。

定义

3. 本准则使用的下列术语，其定义为：

(1) 债务重组，指在债务人发生财务困难的情况下，债权人按照其与债务人达成的协议或法院的裁定作出让步的事项。

(2) 公允价值，指在公平交易中，熟悉情况的交易双方，自愿进行资产交换或债务清偿的金额。

(3) 或有支出，指依未来某种事项出现而发生的支出。未来事项的出现具有不确定性。

(4) 或有收益，指依未来某种事项出现而发生的收益。未来事项的出现具有不确定性。

债务重组方式

4. 债务重组的方式包括：

(1) 以资产清偿债务；

(2) 债务转为资本；

(3) 修改不包括上述(1)和(2)两种方式在内的债务条件，如减少债务本金、减少债务利息等（以下简称“修改其他债务条件”）；

(4) 以上三种方式的组合。

债务人的会计处理

5. 以现金清偿某项债务的，债务人应将重组债务的账面价值与支付的现金之间的差额作为债务重组收益，计入当期损益。

6. 以非现金资产清偿某项债务的，债务人应将重组债务的账面价值与转让的非现金资产的公允价值之间的差额作为债务重组收益，计入当期损益；转让的非现金资产的公允价值与其账面价值之间的差额作为资产转让损益，计入当期损益。

7. 债务转为资本的，应分别以下情况处理：

(1) 债务人为股份有限公司时, 债务人应将债权人因放弃债权而享有股份的面值总额确认为股本; 股份的公允价值总额与股本之间的差额确认为资本公积。重组债务的账面价值与股份的公允价值总额之间的差额作为债务重组收益, 计入当期损益。

(2) 债务人为其他企业时, 债务人应将债权人因放弃债权而享有的股权份额确认为实收资本; 股权的公允价值与实收资本之间的差额确认为资本公积。重组债务的账面价值与股权的公允价值之间的差额作为债务重组收益, 计入当期损益。

8. 以修改其他债务条件进行债务重组的, 债务人应将重组债务的账面价值减记至将来应付金额, 减记的金额作为债务重组收益, 计入当期损益。

修改后的债务条款中涉及或有支出的, 债务人应将或有支出包括在将来应付金额中, 以确定债务重组收益。

或有支出实际发生时, 应冲减重组后债务的账面价值。结清债务时, 或有支出如未发生, 应将该或有支出的原估计金额作为结清债务当期的债务重组收益, 计入当期损益。

9. 以现金、非现金资产、债务转为资本等方式的组合清偿某项债务的, 债务人应先以支付的现金、转让的非现金资产的公允价值冲减重组债务的账面价值, 再按第 7 条的规定处理。

10. 以现金、非现金资产、债务转为资本等方式清偿某项债务的一部分, 并对该债务的另一部分以修改其他债务条件进行债务重组的, 债务人应先以支付的现金、转让的非现金资产的公允价值、债权人享有的股权的公允价值冲减重组债务的账面价值, 再按第 8 条的规定处理。

债权人的会计处理

11. 以现金清偿某项债务的, 债权人应将重组债权的账面余额与收到的现金之间的差额分别以下情况处理:

(1) 已对债权计提损失准备的, 将该差额先冲减损失准备, 损失准备不足以冲减的部分再作为债务重组损失, 计入当期损益;

(2) 未对债权计提损失准备的, 直接将该差额作为债务重组, 计入当期损益。

12. 以非现金资产清偿某项债务的, 债权人应将受让的非现金资产按其公允价值入账; 重组债权的账面余额与受让的非现金资产的公允价值之间的差额, 按第 11 条的规定处理。

13. 债务转为资本的, 债权人应将享有的股权的公允价值确认为长期投资; 重组债权的账面余额与股权的公允价值之间的差额, 按第 11 条的规定处理。

14. 以修改其他债务条件进行债务重组的, 债权人应将债权的账面余额减记至将来应收金额, 减记的金额作为债务重组损失, 计入当期损益。

修改后的债务条款中涉及或有收益的，债权人不应将或有收益包括在将来应收金额中，以确定债务重组损失。或有收益实际发生时，计入当期损益。

15. 以现金、非现金资产、债务转为资本等方式的组合清偿某项债务时，债权人应先以收到的现金、受让的非现金资产的公允价值冲减重组债权的账面余额，再按第 13 条的规定处理。

16. 以现金、非现金资产、债务转为资本等方式清偿某项债务的一部分，并对该债务的另一部分以修改其他债务条件进行债务重组的，债权人应先以收到的现金、受让的非现金资产的公允价值、享有的股权的公允价值冲减重组债权的账面余额，再按第 14 条的规定处理。

披露

17. 债务人应披露如下有关债务重组的信息：

- (1) 债务重组方式；
- (2) 债务重组收益总额；
- (3) 将债务转为资本所导致的股本（实收资本）增加额；
- (4) 或有支出。

18. 债权人应披露如下有关债务重组的信息：

- (1) 债务重组方式；
- (2) 债务重组损失总额；
- (3) 债权转为股权所导致的长期投资增加额及长期投资占债务人股权的比例；
- (4) 或有收益。

附则

19. 本准则由财政部负责解释。

20. 本准则自 1999 年 1 月 1 日起施行。

附：英文文本

Accounting Standard for Business Enterprises: Debt Restructuring

Introduction

1. This Standard prescribes the accounting treatment for debt restructuring and the disclosure of relevant information by enterprises.
2. The principal issues in accounting for debt restructuring are how to recognize and measure gains and losses arising from debt restructuring.

Definitions

3. The following terms are used in this Standard with the meanings specified:

A debt restructuring is an event in which a debtor is in financial difficulty and a creditor grants a concession to the debtor in accordance with a mutual agreement or a judgment by a court.

Fair value is the amount for which an asset could be exchanged or a liability settled between two knowledgeable, willing parties in an arm's length transaction.

Contingent payments are payments which are dependent on the occurrence of specified future events, the occurrence of which is uncertain.

Contingent receipts are receipts which are dependent on the occurrence of specified future events, the occurrence of which is uncertain.

Types of debt restructuring

4. Types of debt restructuring include:
 - (a) Satisfaction of a debt by a transfer of assets;
 - (b) Conversion of a debt into capital;
 - (c) Modification of the terms of a debt, other than by the types as referred to in (a) and (b) above, such as a reduction of the principal of the debt or a reduction of the interest on the debt (hereinafter referred to as "modification of the other terms of a debt");
 - (d) A combination of the three types listed above.

Accounting by debtor

5. When a debtor pays cash to settle a debt, the difference between the carrying amount of the debt restructured and the cash paid should be regarded as a gain on debt restructuring and recorded as a profit and loss account item in the current period.

6. When a debtor transfers non-cash assets to a creditor in satisfaction of a debt, the difference between the carrying amount of the debt restructured and the fair value of the non-cash assets transferred should be regarded as a gain on debt restructuring and recorded as a profit and loss account item in the current period.

The difference between the fair value of the non-cash assets transferred and their carrying amount should be regarded as a gain or loss on transfer of assets and recorded as a profit and loss account item in the current period.

7. A debt that is converted into capital should be dealt with according to following circumstances:

(a) When the debtor is a joint stock limited company, the debtor should recognise as share capital the total par value of shares to which the creditor is entitled as a result of the abandonment of his rights to the debt. The difference between the total fair value of the shares issued and the amount recognised as share capital should be recognised as a capital surplus. The difference between the carrying amount of the debt restructured and the total fair value of the shares should be regarded as a gain on debt restructuring and recorded as a profit and loss account item in the current period.

(b) When the debtor is any other enterprise, the debtor should recognise as paid-up capital the share of the equity interest to which the creditor is entitled as a result of the abandonment of his rights to the debt. The difference between the fair value of the equity interest and the amount recognised as paid-up capital should be recognised as a capital surplus. The difference between the carrying amount of the debt restructured and the fair value of the equity interest should be regarded as a gain on debt restructuring and recorded as a profit and loss account item in the current period.

8. When a debt restructuring involves the modification of other terms of a debt, the debtor should reduce the carrying amount of the debt restructured to the amounts payable in the future. The amount of the reduction should be regarded as a gain on debt restructuring and recorded as a profit and loss account item in the current period.

When the modified terms involve contingent payments, the debtor should include the

contingent payments in the amounts payable in the future for the purposes of determining the gain on debt restructuring.

Contingent payments which actually occur should reduce the carrying amount of the restructured debt. When the restructured debt is fully settled and the contingent payments do not occur, the amount originally estimated for the contingent payments should be regarded as a gain on debt restructuring in the period in which the restructured debt is fully settled.

9. When a debt is satisfied by a combination of cash payments, noncash assets and conversion of debt into capital, the debtor should initially reduce the carrying amount of the debt restructured by the cash payments and the fair value of the non — cash assets transferred and then account for the remaining balance of the debt according to the requirements of paragraph 7.

10. When a debt is partially satisfied by cash payments, non — cash assets or conversion of debt into capital and the remaining balance of the debt is restructured by modifying the other terms of the debt, the debtor should initially reduce the carrying amount of the debt restructured by the cash payments, the fair value of the non — cash assets transferred and the fair value of capital to which the creditor becomes entitled and then account for the remaining balance of the debt according to the requirements of paragraph 8.

Accounting by creditors

11. When a debtor pays cash to settle a debt, the creditor should account for the difference between the carrying amount of the debt and the cash received according to the following circumstances:

(a) When a provision for loss has been made against the credit, the difference should initially be offset against the provision. Any remaining difference which cannot be offset against the provision should be regarded as a loss on debt restructuring and recorded as a profit and loss account item in the current period;

(b) When a provision for loss has not been made against the credit, the difference should be regarded as a loss on debt restructuring and recorded as a profit and loss account item in the current period.

12. When a debtor transfers non — cash assets to a creditor to satisfy a debt, the creditor should record the non — cash assets received at their fair value. The difference between the carrying amount of the debt restructured and the fair value of the non — cash assets received

should be accounted for according to the requirements of paragraph 11.

13. When a debt is converted into capital, the creditor should recognise the equity interest to which he becomes entitled as a longterm investment at its fair value. The difference between the carrying amount of the debt to be restructured and the fair value of the equity interest should be accounted for according to the requirements of paragraph 11.

14. When a debt restructuring involves the modification of other terms of a debt, the creditor should reduce the carrying amount of the debt to the amounts to be received in the future. The amount of the reduction should be regarded as a loss on debt restructuring and recorded as a profit and loss account item in the current period.

When the modified terms involve contingent receipts, the creditor should not include the contingent receipts in the amounts receivable in the future for the purposes of determining the loss on debt restructuring. Contingent receipts should be recorded as a profit and loss account item in the current period when they actually arise.

15. When a debt is satisfied by a combination of cash payments, non—cash assets and conversion of debt into capital, the creditor should initially reduce the carrying amount of the debt to be restructured by the cash received and the fair value of the non—cash assets received and then account for the remaining balance of the debt according to the requirements of paragraph 13.

16. When a debt is partially satisfied by cash payments, non—cash assets or conversion of a debt into capital and the remaining balance of the debt is restructured by modifying the other terms of the debt, the creditor should initially reduce the carrying amount of the debt to be restructured by the cash received, the fair value of the non—cash assets received and the fair value of capital to which the creditor becomes entitled and then account for the remaining balance of the debt according to the requirements of paragraph 14.

Disclosure

17. Debtors should disclose the following information about debt restructuring:

- (a) The type of debt restructuring;
- (b) The total gain on debt restructuring;
- (c) The increased amount of share capital (paid—up capital) arising from conversion of debt into capital;
- (d) Contingent payments.

18. Creditors should disclose the following information about debt restructuring:

- (a) The type of debt restructuring;
- (b) The total loss on debt restructuring;
- (c) The increased amount of long term investments resulting from the conversion of debt into equity interests and the long term investment's proportion of ownership interest in the debtor;
- (d) Contingent receipts.

Supplementary provisions

- 19. The Ministry of Finance is responsible for the interpretation of this Standard.
- 20. This Standard becomes operative as from 1 January, 1999.

(The English translation of this standard is prepared with the assistance from Deloitte Touche Tohmatsu)

第一章 债务重组概述

第一节 债务重组简评

目前,我国上市公司的资产重组案例非常普遍,而且相当部分的资产重组都和上市公司的债务重组紧密相关。本节在与美国相关会计准则比较的基础上,对新准则的主要内容——债务重组相关会计项目的确认、处理,以及财务信息的披露作了具体分析。其内容有助于投资者通过相关财务信息,正确把握重组对公司经营的影响。

债务重组是在债务人发生了财务困难的前提下,债权人向债务人作出的让步。债权人遭受债务重组损失,债务人获得由此带来的债务重组利得。债权人之所以同意对其债务进行重组,原因在于:第一,尽可能收回债权,不重组损失更大;第二,缓解债务人暂时的财务困难,帮助债务人脱离困境。由于多方面的原因,我国企业普遍存在债务负担重、资本结构不合理和效益不高的情况。通过债务重组协议,使企业减轻包袱、继续经营,具有重要的经济意义和社会意义。但应看到,债务重组毕竟是一种非正常的活动,在会计处理上也很特殊,因而,单独的债务重组会计准则十分重要。

一、债务重组认定的条件

广义上讲,一切修改债务条件的事项都应当视作债务重组,包括:

- (1) 在正常情况下,债务人为调整资本结构,改善企业资产流动性,调整经营战略目标,而提前偿债、以产品或固定资产抵债、以债务转增资本;
- (2) 在财务困难情况下,债务人为了摆脱暂时财务困境,而在债权人自愿或法院调解情况下与债权人达成协议,由债权人作出某些让步,进行债务重组;
- (3) 在非持续经营条件下,如企业清算或改组,与债权人进行的债务重组。一些国家如澳大利亚对债务重组定义较宽,基本包括以上全部内容。

而美国公认会计原则对债务重组定义比较狭窄,财务会计准则委员会(SFAS15)财务会计准则将债务重组定义为“债权人出于与债务人的财务困难相关的经济或法律原因,给予债务人在其它情况下不能给予的让步”。这实际上只将第二种情况下的债务重组列为核算和信息披露范围。我国新的债务重组会计准则也沿用了这一狭义的定义,指出债务

重组是“在债务人发生财务困难的情况下，债权人按照其与债务人达成的协议或法院的裁定作出让步的事项”，并规定债务重组必须满足两个条件，条件之一是债权人是在债务人发生财务困难时，与债务人达成协议或服从法院裁定；条件之二是协议或裁定的结果是债权人作出了让步。由于与美国的做法的相似性，后文的阐述仍将以此为参照。

债权人是否作出让步，中国会计准则和美国公认会计原则有不同要求。虽然“让步”都指债权人同意债务人现在或将来，以低于重组债务的帐面价值的金额偿还债务，但这里的金额在我国是指支付总额而非现值，而在美国一般是指现值。美国的做法更注重经济实质，但我国的处理更简单，也符合成本效益原则和我国信息使用者及会计信息提供者的实际能力。

二、债务重组会计处理的主要特点

债务重组有三种基本方式，即：（1）以资产清偿债务；（2）债务转为资本；（3）修改债务条件。无论何种方式，都是以债务人的继续经营为前提的。因而，为偿付债务而交付的资产应以资产的公允价值或帐面价（如无公允价值）计价，续存的债务则以未来收到的现金总额（中国）或现值（美国）计价，不适用破产清算或断续经营下的清算价格标准。

就转让非现金资产而言，SFAS15 和我国《企业会计准则——债务重组》规定一致。以债务人的会计处理为例，两国均要求以该方式进行债务重组时：（1）将所转让的非现金资产进行重估，并将公允价值超过帐面价值的差额确认为资产转让收益；（2）将所转让非现金资产的公允价值，与所清偿债务的帐面价值的差额确认为债务重组收益。这样处理的理由是资产公允价值与帐面价值的差额是一个正常项目，分别在各类损益科目核算，而债务重组是不由企业所控制的偶然事件，属非常项目，其损益计入营业外收入或营业外支出。两类收益应在损益表中分开列示，分别处理。这样，新准则就摒弃了《企业会计准则——应付项目》（征求意见稿）将两项处理合并的做法。我们认为，新的处理方法更能真实反映收益的不同性质，更合理。

修改债务条件有可能出现或有支出或或有收益，如要求在有利润的年度按更高的利率多付利息。中美两国的准则都要求或有项目的处理遵循稳健性原则，即充分确认或有支出、不确认或有收益。修改其他债务条件且不会出现或有支出时，我国会计准则《债务重组》规定债务人应将重组债务的帐面价值减记至将来应付金额，减记的金额确认为债务重组收益。由于美国公认会计原则对让步的判断与我国准则有些不同，故还涉及到修改债务条件后，债务人将来应付金额大于重组债务的帐面价值的情况，此时，应保持重组的帐面价值，并在将来按有效利率确定利息费用。

修改其他债务条件且含有或有支出条款时，我国债务重组会计准则规定或有支出应

计入债务人将来应付金额,以确定债务重组收益。实际发生的或有支出冲减重组债务的帐面价值。如或有支出没有发生,则应于债务结清时确认为当期重组收益。美国公认会计原则的规定相对更为复杂。

新准则对债权换股权、用现金偿付债务等重组方式的规定,与 SFAS15 和准则征求意见稿的要求一致。而债权人一般会产生债务重组损失,故按稳健性原则,应充分反映。

三、债务重组准则对经济的影响

债务重组准则借鉴了国际上比较成熟的做法和经验,有较强国际可比性。在制订该准则时,准则制定小组也注意到我国会计人员素质不高、市场不发达等因素,因而没有要求未来支付现值与债务帐面价值的比较;准则注意到了债务重组与资产处置的实质性差异,引入公允价值计量属性,而且考虑了债务重组可能出现的或有事项,有一定的前瞻性。

不同的债务重组方式,对企业的持续经营和现金流量将产生不同的影响。对债务人而言,债务重组是债权人的一种让步,因而,重组实际上会减少债务本金或利息,或延长了付款期限,这就会减少债务人现在或未来的现金流出,同时也会获得一些纳税上的优惠。但是,前述重组方式并未直接增加企业的流动资金和现金。也就是说,债务重组的效益是长期性的。企业能否真正摆脱财务困境,仍依赖于其经营活动能否产生足够多的现金流入。债权人的收债风险可能依然存在。另外,以债权换股权的方式进行债务重组,还必须注意到可能的股权稀释或摊薄效果。

债务重组实际上是权利各方的一个谈判过程,充满着不确定性。债权人和债务人都应以重大事项、或有事项或资产负债表日后事项的形式加以披露。这无疑增加了信息披露的要求。实际上,新准则对此的规定较以前执行的会计制度更加严格。

第二节 债务重组准则的制定背景和适用范围

一、制定背景

市场经济的深入发展,一方面为企业的生存和发展提供了越来越广阔的空间,另一方面也使企业之间的竞争更趋激烈。一些企业可能因为经营不善等原因陷入财务困难,难以偿还到期债务,债务纠纷屡见不鲜。虽然按我国法律,债权人有权在债务人不能偿还到期债务时向法院申请债务人破产,但在债务人主管部门申请整顿且经债务人与债权人会议达成了和解协议时,破产程序应予中止。此外,即使债务人进入了破产程序,也可