

EKSEKUSI JAMINAN FIDUSIA TERHADAP
DEBITOR YANG WANPRESTASI PASCA PUTUSAN
MAHKAMAH KONSTITUSI NOMOR 18/PUU-XVII/2019

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ABSTRAK

Berlakunya Undang- Undang Nomor 42 Tahun 1999 tentang Undang-Undang Jaminan Fidusia guna memudahkan masyarakat dalam mengembangkan usahanya, sehingga dengan berlakunya Undang-Undang Jaminan Fidusia mampu memberikan kepastian hukum dan perlindungan hukum bagi para pelaku usaha. Jaminan fidusia yang mempunyai ciri-ciri pokok yaitu mudah dalam pelaksanaan eksekusinya. Proses pelaksanaan eksekusi pihak debitor harus menyerahkan obyek benda yang menjadi jaminan kepada kreditor, ketentuan tersebut merupakan kewajiban yang harus dilakukan oleh debitor agar pelaksanaan eksekusi untuk memenuhi kesepakatan di dalam perjanjian. Sebagaimana yang termuat dalam Pasal 15 ayat (3) Undang-Undang Jaminan Fidusia yang disebut parate eksekusi. Metode penelitian ini menggunakan yuridis-normatif. Melalui penelitian ini dapat diketahui kondisi bagaimana debitor telah cidera janji dalam perjanjian fidusia pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 dan menjadi kewenangan siapakah di dalam menentukan debitor telah cidera janji dalam perjanjian fidusia pasca Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019.

Kata kunci : Perjanjian Jaminan Fidusia, Kesepakatan, Cidera Janji

ABSTRACT

The enactment of Law Number 42 of 1999 concerning the Fiduciary Guarantee Law which was originally in the law of material security based on jurisprudence, in order to facilitate the community in developing their business, so that with the enactment of the Fiduciary Guarantee Law, they are able to provide legal certainty and legal protection for business actors. . Fiduciary guarantees that have the main characteristics are easy in their execution. The process of implementing the execution of the debtor must submit the objects that are collateral to the creditor, this provision is an obligation that must be carried out by the debtor so that the execution is carried out to fulfill the agreement in the agreement. As stated in Article 15 paragraph (3) of the Fiduciary Guarantee Act, which is called parate execution. This research method uses juridical-normative. Through this research, it can be seen how the condition of the debtor has broken his promise in the fiduciary agreement after the Constitutional Court Decision Number 18/PUU-XVII/2019 and whose authority is it in determining the debtor has broken his promise in the fiduciary agreement after the Constitutional Court Decision Number 18/PUU-XVII /2019.

Keywords: Fiduciary Guarantee Agreement, Agreement, Default