

**PERLINDUNGAN HUKUM PIHAK KETIGA SELAKU PEMBERI
JAMINAN HAK TANGGUNGAN ATAS PERPANJANGAN KREDIT
TANPA SEPENGETAHUAN PIHAK KETIGA**

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ABSTRAK

Hak atas tanah sebagai obyek hak tanggungan, yang membeni pemilik yang namanya tercantum dalam sertipikat atau kuasanya. Milik pihak ketiga dapat dibebani selama pembuatan akta pembenanan pemiliknya harus hadir secara fisik. Ketika pembebanan kedua (perpanjangan) tidak menghadirkan pihak ketiga, terjadi permasalahan ketika dilelang. Permasalahan: Apakah perjanjian perpanjangan pembebanan hak tanggungan tanpa persetujuan pihak ketiga selaku pemilik obyek hak tanggungan mempunyai kekuatan mengikat dan apakah dengan dilelangnya obyek hak tanggungan ketika debitor wanprestasi memberikan perlindungan hukum pada pihak ketiga selaku pemilik obyek hak tanggungan yang perpanjangan kreditnya tanpa persetujuan. Penelitian menggunakan pendekatan peraturan perundang-undangan dan pendekatan konsep, diperoleh kesimpulan: Perjanjian perpanjangan pembebanan hak tanggungan tanpa persetujuan pihak ketiga selaku pemilik obyek hak tanggungan tidak mempunyai kekuatan mengikat. Berakhirnya masa kredit berakhir pula perjanjian dan harus membuat atau memperbarui perjanjian pemberian kuasa agar sah menurut hukum pembebanan jaminannya. Dilelangnya obyek hak tanggungan memberikan perlindungan hukum pada pihak ketiga selaku pemilik obyek hak tanggungan, karena terbitnya sertipikat jaminan hak tanggungan cacat hukum.

Kata Kunci: Perlindungan Hukum, Pihak Ketiga, Lelang.

LEGAL PROTECTION OF THIRD PARTIES AS COLLATERAL PROVIDERS OF CREDIT EXTENSIONS WITHOUT THE KNOWLEDGE OF THE THIRD PARTY

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ABSTRACT

Land rights are the object of mortgage rights, which entitle the owner whose name is listed on the certificate or power of attorney. The property of a third party can be encumbered as long as the deed of encumbrance is drawn up, the owner must be physically present. When the second encumbrance (extension) does not involve a third party, problems occur when it is auctioned. Issue: Does the agreement to extend the encumbrance of the mortgage right without the consent of the third party as the owner of the object of the mortgage right have binding force and does the auction of the object of the mortgage right when the debtor is in default provide legal protection to the third party as the owner of the object of the mortgage right whose credit is extended without approval. Research using a statutory regulation approach and a conceptual approach, concluded: The agreement to extend the imposition of mortgage rights without the consent of the third party as the owner of the object of mortgage rights has no binding force. At the end of the credit period, the agreement also ends and you must make or update the power of attorney agreement so that the guarantee is valid according to the law. The auction of the mortgage object provides legal protection to third parties as owners of the mortgage object, because the issuance of the mortgage guarantee certificate is legally flawed.

Keywords: Legal Protection, Third Party, Auction of mortgage rights.