

ABSTRACT

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JURIDICAL REVIEW FOR TRANSFER OF RIGHTS TO DRAW MOTOR VEHICLE AS A LEASING OBJECTS

(xii + 67 Pages)

The main purpose of this research are for us to understand the inside out of leasing and to find out whether the lessor could give the rights to other parties in order to take the vehicle from the lessee who could not pay installment. Leasing is one way that can be used to buy a motor vehicle, It's essentially the same as lease-purchase, but through a third party is a leasing company. the number of automobile sales by way of leasing also raises many cases of default, where the lessee can not pay the installment To obtain lease there are several conditions that must be fulfilled, such as lessee must be Indonesian citizen, minimum down payment 30%, personal data of prospective lessee, credit application, and husband / wife approval if already married. For leasing procedures there are also steps to be taken such as vehicle selection by the supplier's lessee, negotiation with the lessor, signing of lease contract, shipping, goods delivery, submission of documents, payment of capital, and installment payments. If the lessee breach the contract then the lessor shall be entitled to withdraw the lease object, but provided that the item has been registered as a fiduciary guarantee. if its not, then the lessor should sue the lessee to the district court for alleged default The lessor may also grant the right to withdraw the vehicle to another party, but it must be done by giving a special power of attorney to the party authorized by the lessor. Furthermore, people who wanted to lease a vehicle should understand the procedure and what are the rights and obligation of each parties. Should there's a breach of contract by one of the parties, the other parties knows exactly what they have and allowed to do to settle the conflict.

Keywords : Leasing, Breach of Contract, Leasing Object, Allocation of Rights.

References : 46 (1970 – 2017)