

ABSTRACT

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"JURIDICAL STUDY OF DEFAULT IN FACTORING AGREEMENT IN RELATION TO THE TRANSFER OF RIGHTS TO RECEIVABLES BASED ON THE DECISION OF THE SUPREME COURT NUMBER 1797/K/Pdt/2018"

(xii + 135 halaman; 3 lampiran)

The factoring agreement is obligatory because the agreement has laid down reciprocal rights and obligations for the client and the factoring company. Cession is a material agreement because it makes the person who receives the delivery get material rights. if we pay attention to the Presidential Decree No. 61 of 1988 and the Decree of the Minister of Finance of the Republic of Indonesia. Number 1251/KMK.013/1988 concerning Financing Companies, it is stated that the definition of factoring is a business entity that carries out financing activities in the purchase and or transfer and management of long-term receivables or claims. About factoring transactions, cession is the replacement of receivables that originally the customer had a debt to the client turned into debt to factoring because the receivable or bill from the client to the customer was purchased by the factor. In the legal theory that the factoring agreement, the provisions of article 613 of the Civil Code is an absolute requirement that must be fulfilled. In practice, factoring agreements that do not heed the provisions of article 613 of the Civil Code remain valid and binding on the parties, especially for factoring companies and clients. The Factoring Agreement in the Supreme Court's decision No. 1797/K/Pdt/2018, is implied in the Decree of the Minister of Finance No.1251/KMK.013/1988 jis. No.484/KMK.01/2000 Dated October 27, 2000, in Article letter e is a financing activity in the form of purchasing and/or transferring and managing receivables of a company with certain compensation or payments belonging to the company.

Keywords : factoring, cession, acquisition cost of land, personal guarantee, default.

References : 88 (1945-2021)