ABSTRACT

Shinta Pangesti (05120110019)

SETTLEMENT EFFORTS FOR BREACH OF VEHICLE FINANCING AGREEMENT BY DEBTOR AT PT. BFI FINANCE INDONESIA Tbk (CASE APPROACH OF SUPREME COURT DECISION NUMBER 2116 K/PDT/2010)

(xiii + 120 pages : 4 appendices)

In the vehicle financing agreement, there are obligations and rights for both finance company as fund lender and consumer as fund user. Besides the vehicle financing agreement, fiduciary agreement is also important in vehicle financing. Fiduciary agreement is functioned as collateral for the repayment of consumer’s debt. Problems often arise when a debtor breaches the vehicle financing agreement. Breach of the agreement can result in legal consequences for both parties. Therefore, a research is needed to analysis the legal consequences of breach of vehicle financing agreement by debtor and settlement efforts for breach of vehicle financing agreement by debtor at PT. BFI Finance Indonesia Tbk (BFI). Writer uses normative and case approach of Supreme Court Decision Number 2116 K/Pdt/2010 in writing this thesis. In dealing with the breach of agreement by debtor, BFI always tries to solve persuasively. However, if the debtor delays the payment more than 30 days, the company as the fiduciary receiver is entitled to take and sell the object of fiduciary based on the Article 29 of Fiduciary Law (Law No. 42/1999). The debtor remains responsible for the unpaid portion of the debt, if proceeds of the execution are not sufficient for the repayment of the debt. The company may choose to resolve through the courts, when the debtor does not make payments on the remaining debt. This research practically give benefits to finance companies for their business operations, and also provide awareness to the public in dealing with vehicle financing agreement.

Reference: 43 (1986 - 2014)