

## ABSTRAK

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PERLINDUNGAN HUKUM BAGI KREDITUR PEMEGANG JAMINAN FIDUSIA  
SETELAH PUTUSAN MAHKAMAH KONSTITUSI NOMOR 18/PUU-XVII/2019  
(ix + 105 halaman + (1 lampiran))

Setelah adanya putusan Mahkamah Konstitusi nomor 18/PUU-XVII/2019, apabila debitur cidera janji, maka kreditur tidak dapat secara serta merta melaksanakan haknya sebagai pemegang jaminan fidusia seperti sebelum Putusan Mahkamah Konstitusi tersebut, yakni pelaksanaan eksekusi fidusia sebagaimana Pasal 29 ayat (1) huruf b Jo Pasal 15 ayat (3) UU Fidusia, melainkan harus memenuhi persyaratan tambahan sebelum melaksanakan eksekusi yaitu dokumen persetujuan dari debitur mengenai terjadinya kondisi wanprestasi dan terdapat penyerahan barang jaminan fidusia secara sukarela oleh debitur kepada kreditur pada saat debitur wanprestasi. Penelitian ini akan meneliti berkaitan dengan dampak yuridis atas putusan Mahkamah Konstitusi Republik Indonesia nomor: 18/PUU-XVII/2019 terhadap pelaksanaan eksekusi jaminan fidusia apabila debitur cidera janji dan perlindungan hukum bagi kreditur pemegang jaminan fidusia setelah putusan Mahkamah Konstitusi Republik Indonesia nomor: 18/PUU-XVII/2019. Penelitian ini bertujuan untuk mengetahui dampak yuridis pelaksanaan eksekusi jaminan fidusia pada saat debitur cidera janji (wanprestasi) setelah putusan Mahkamah Konstitusi Republik Indonesia nomor: 18/PUU-XVII/2019 dan mengetahui perlindungan hukum bagi kreditur pemegang jaminan fidusia setelah putusan Mahkamah Konstitusi Republik Indonesia nomor: 18/PUU-XVII/2019 pada saat debitur cidera janji dan tidak terdapat kesepakatan mengenai kondisi cidera janji (wanprestasi) serta debitur tidak secara sukarela menyerahkan objek jaminan fidusia. Penelitian ini bersifat deskriptif analitik artinya bahwa penulis akan memberikan gambaran secara jelas tentang dampak yuridis terhadap suatu putusan Mahkamah Konstitusi Republik Indonesia Nomor: 18/PUU-XVII/2019 terhadap kreditur pemegang jaminan fidusia. Sehingga di akhir penelitian ini berkesimpulan mengenai dampak yuridis terhadap pelaksanaan eksekusi jaminan fidusia yang mengisyaratkan syarat tambahan berupa kesepakatan cidera janji serta penyerahan benda kepada kreditur dan pencantuman klausula cidera janji dan mekanisme penyerahan benda menjadi salah satu upaya untuk melindungi kepentingan kreditur terutama dalam melaksanakan eksekusi dengan sesuai Pasal 29 ayat (1) huruf b Jo Pasal 15 ayat (3) UU Fidus

Referensi : 41 buku (1985 - 2016)

Kata Kunci : Fidusia, Perbankan, *parate executie*

## ABSTRACT

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(ix + 105 halaman + (1 attachment))

LEGAL PROTECTION FOR THE CREDITORS OF FIDUCIARY SECURITY HOLDER UPON THE DECISION OF INDONESIAN CONSTITUTIONAL COURT NO: 18/PUU-XVII/2019)

Upon The Decision Of Indonesian Constitutional Court NO: 18/PUU-XVII/2019), if the debtor is in default, the creditor cannot automatically exercise his rights as a holder of fiduciary security as before the Constitutional Court Decision, namely the implementation of fiduciary execution as referred to in Article 29 paragraph (1) letter b Jo Article 15 paragraph (3) of the Fiduciary Law, but must meet additional requirements before carrying out the execution, namely the approval document from the debtor regarding the occurrence of default conditions and there is the delivery of fiduciary collateral voluntarily by the debtor to the creditor at the time the debtor is in default. This research will examine the juridical impact of the decision of the Constitutional Court of the Republic of Indonesia number: 18 / PUU-XVII / 2019 on the implementation of the fiduciary guarantee if the debtor fails to promise and legal protection for creditors holding fiduciary guarantees after the decision of the Constitutional Court of the Republic of Indonesia number: 18 / PUU-XVII / 2019. This study aims to determine the juridical impact of the implementation of the execution of fiduciary guarantees when the debtor is in default after the decision of the Constitutional Court of the Republic of Indonesia number: 18 / PUU-XVII / 2019 and to find out legal protection for creditors holding fiduciary guarantees after the decision of the Constitutional Court of the Republic of Indonesia number : 18 / PUU-XVII / 2019 when the debtor breaches and there is no agreement regarding the condition of default (default) and the debtor does not voluntarily submit the fiduciary guarantee object. This research is descriptive analytic, meaning that the author will provide a clear picture of the juridical impact on a decision of the Constitutional Court of the Republic of Indonesia Number: 18 / PUU-XVII / 2019 on creditors holding fiduciary guarantees. So that at the end of this study concludes about the juridical impact on the implementation of fiduciary security which implies additional requirements in the form of an agreement of default and delivery of objects to creditors and the inclusion of a breach of contract and the mechanism for handing over objects is one of the efforts to protect the interests of creditors, especially in carrying out the execution accordingly. Article 29 paragraph (1) letter b Jo Article 15 paragraph (3) of the Fiduciary Law

Reference: 41 Books (1985 – 2016)

Keywords: Fiduciary, Bank, *parate executie*