

## **ABSTRACT**

Tria Novita (01051180037)

(xi+111 Pages)

### **TORTS BY FINANCE COMPANY IN THE OBJECT EXECUTION OF FIDUCIARY COLLATERAL (CASE STUDY OF VERDICT No. 34/Pdt.G/2020/PN.Tlg)**

The provision of consumer financing by finance companies is usually carried out with a collateral that is charged with a fiduciary which is carried out using the *constitutum possessorium* principle. However, since March 2020, the Covid-19 outbreak has had a major impact on the economy, so OJK issued POJK 48/2020 which provides regulations related to restructuring or relaxation of loans granted to debtors of finance companies. With POJK 48/2020, finance companies can provide credit restructuring to their debtors and do not carry out executions, but what happens is that finance companies continue to carry out executions, even the execution of fiduciary collateral objects is carried out inconsistently with the Constitutional Court Decision Number 18/PUU-XVII/2019. This study was conducted to determine the arrangement for the execution of the object of fiduciary security according to the laws and regulations. The author also wants to know about the Tulungagung District Court Decision Number 34/Pdt.G/2020/PN.Tlg, which provides legal protection for Sri Liani SE for the unlawful acts committed by WOM Finance as a defendant. The type of research methodology used in this paper is normative legal research by using statute, conceptual, and case approaches. The type of data used in this research is secondary data obtained through literature study in the form of books, journals, and papers. Then the data that has been obtained is analysed qualitatively. The results of the research obtained are known that the execution of the object of fiduciary security based on Law 42/1999 can be carried out in three ways, namely executorial title, *parate executie*, and underhand sales. Another result of this research is that WOM Finance's actions are torts by fulfilling the elements of torts in Article 1365 of the Civil Code. The judge in his decision has provided legal protection by restoring Sri Liani SE's rights in the form of and punishing WOM Finance to return the object of Sri Liani SE's fiduciary guarantee, and pay for the immaterial losses she suffered. However, the considerations used by judges in deciding cases are not appropriate because based on a financing agreement, judges should decide cases based on Constitutional Court Decision Number 18/PUU-XVII/2019.

References: 71 (1847-2021)

Keywords: Torts, Finance Company, Execution of Fiduciary Collateral