

ABSTRACT

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“JURIDICAL REVIEW OF THE DISTRIBUTION OF COLLECTIVE PROPERTY AS A RESULT OF DIVORCE AGAINST OBJECTS IN THE CREDIT AGREEMENT (Case Study of Decision Number 1599/Pdt.G/2019/PA.Bkl)”

(xi + 86 pages)

A marriage is a legal action that can lead to legal consequences. One of the legal consequences is the mixing of assets with husband and wife. The joint property can be divided when a divorce occurs. However, in the case of the Decision analyzed in this decision, the marriage ended as a result of divorce but there was a credit agreement that had not ended and was still a liability for them. The purpose of this study is to find out how the division of joint assets due to divorce to objects in the credit agreement and to find out the obstacles and solutions that can be done in these conditions. In the event of a divorce, then the distribution of their joint assets is carried out as regulated in the law to be divided into 2 (two) assets and liabilities in their joint assets regardless of where the joint assets come from. The obstacle in the distribution of joint assets to objects that are still in the credit agreement is that the object is considered premature or it is not yet time to share it. SEMA Number 3 of 2018 concerning Enforcement of the Formulation of the Results of the 2018 Supreme Court Religious Chamber Plenary Meeting as Guidelines for the Implementation of Court Duties, point 4 assumes that joint property claims against objects are still in ownership disputes as a result of transactions considered unacceptable or *Niet Onvankelijk verklaard*. As a result of the decision being considered unacceptable, the judge did not follow up on the lawsuit, giving rise to no legal certainty over the Law which stipulates that the distribution of joint assets in the form of assets and liabilities is divided by 2 (two).

Keywords: Divorce, Distribution of Joint Property, Credit Agreement

References: 68 (1945–2021)