

## ABSTRAK

Caroline Benedicta Suparto (01656220013)

### **KEABSAHAN AKTA PERJANJIAN PENGIKATAN JUAL BELI ATAS OBJEK HAK TANGGUNGAN YANG DIJUAL TANPA PERSETUJUAN KREDITUR**

(xii + 225 halaman)

Pemberian fasilitas kredit dipersyaratkan adanya perjanjian dan agunan (Pasal 26 ayat (2) huruf c dan Pasal 33 ayat (1) POJK No.35/POJK.05/2018 Jo Pasal 8 ayat (1) dan ayat (2) Jo Pasal 11 UU Perbankan). Jika debitur gagal bayar, kreditur memiliki opsi *first way out*, *second way out* maupun pengalihan hutang/piutang seperti dalam Putusan Pengadilan Negeri Bekasi No.314/Pdt.G/2021/ PN.Bks Jo Putusan Pengadilan Tinggi Bandung No.391/Pdt/2022/PT.Bdg. Penelitian ini mengkaji akibat hukum pengalihan hutang/piutang terhadap jaminan hak tanggungannya dan keabsahan akta Perjanjian Pengikatan Jual Beli atas objek hak tanggungan yang dijual tanpa persetujuan kreditur. Jenis penelitian normatif empiris. Hasilnya, cession dan subrogasi agunannya ikut beralih ke kreditur baru dan wajib didaftarkan untuk mengikat pihak ketiga (Pasal 16 ayat (1) dan ayat (2) UU HT). Novasi agunannya hapus namun dapat ikut beralih jika diperjanjikan. Pembuatan PPJB atas objek hak tanggungan tanpa persetujuan kreditur melanggar syarat kecakapan di Pasal 1320 KUHP. Nasib dari akta tersebut tergantung dari opsi yang dipilih kreditur yakni membatalkannya, menyatakan debitur wanprestasi dan tetap dapat melakukan eksekusi (Pasal 7 UU HT). Notaris yang membuat akta PPJB kurang berhati-hati sehingga dapat dikenakan sanksi administrasi dan kode etik. PPJB diputus tersebut seharusnya berkekuatan hukum karena cessionnya gugur akibat surat lunas dan surat roya.

Referensi : 240 (1959-2023)

Kata Kunci : Perjanjian Kredit, Eksekusi Hak Tanggungan, Cession, PPJB

## **ABSTRACT**

Caroline Benedicta Suparto (01656220013)

### **VALIDITY OF THE DEED OF SALE AND PURCHASE AGREEMENT ON MORTGAGE OBJECTS THAT ARE SOLD WITHOUT THE CREDITOR'S CONSENT**

(xii + 225 page)

*The provision of credit facilities requires an agreement and collateral (Article 26 paragraph (2) letter c and Article 33 paragraph (1) of POJK No.35/POJK.05/2018 in conjunction with Article 8 paragraph (1) and (2) and Article 11 of the Banking Law). If the debtor defaults, the creditor has options such as first way out, second way out, or the transfer of debt/receivables as stated in the Bekasi District Court Decision No.314/Pdt.G/2021/PN.Bks in conjunction with the Bandung High Court Decision No.391/Pdt/2022/PT.Bdg. This study examines the legal consequences of transferring debt/receivables on collateral rights and the validity of the Sale and Purchase Agreement (PPJB) deed on collateral objects sold without the creditor's consent. This is a normative empirical study. The results show that in cessie and subrogation, the collateral transfers to the new creditor and must be registered to bind third parties (Article 16 paragraph (1) and (2) of the HT Law). In novation, the collateral is nullified but can transfer if stipulated in an agreement. The creation of a PPJB on a collateral object without the creditor's consent violates the competency requirements of Article 1320 of the Civil Code. The fate of the deed depends on the creditor's option to annul it, declare the debtor in default, and still execute (Article 7 of the HT Law). A notary who drafts a PPJB deed without due care may face administrative and ethical sanctions. In the decision, the PPJB should have legal force because the cessie was nullified due to a paid-off letter and release letter.*

*Reference : 240 (1959-2023)*

*Keywords: Credit Agreement, Execution of Mortgage Rights, Cessie, PPJB*