

## **ABSTRAK**

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### **PERLINDUNGAN HUKUM TERHADAP PENERIMA KUASA JUAL BERDASARKAN PERJANJIAN HUTANG PIUTANG (STUDI KASUS PUTUSAN NOMOR 1/PDT.G.S/2021/PN TLK)**

( x + 107 halaman)

Perlindungan Hukum Terhadap Penerima Kuasa Jual atas tanah dan bangunan yang berasal dari Perjanjian Hutang Piutang berdasarkan peraturan perundang-undangan, yakni bahwa perlindungan hukum di sini adalah perlindungan hukum preventif yang artinya bertujuan untuk mengantisipasi terjadinya kekeliruan terhadap implementasi dan penggunaan Surat Kuasa Jual terhadap penerima kuasa jual atas tanah dan bangunan yang berasal dari perjanjian hutang piutang berdasarkan peraturan perundang-undangan sehingga dapat memberikan kejelasan, keadilan dan kepastian hukum. Selain itu penerima kuasa jual atas tanah dan bangunan yang berasal dari perjanjian hutang piutang mendapat perlindungan hukum terhadap hak-hak penerima kuasa jual, seperti hak untuk menjual aset yang dijadikan jaminan hutang sesuai dengan ketentuan yang telah disepakati dalam perjanjian hutang piutang dan ketentuan perundang – undangan yang berlaku. Perlindungan Hukum Terhadap Penerima Kuasa Jual atas tanah dan bangunan yang berasal dari Perjanjian Hutang Piutang berdasarkan peraturan perundang-undangan dapat dilihat dari hak penerima kuasa diatur dalam Pasal 1807 bahwa pemberi kuasa wajib menerima perikatan-perikatan yang dibuat oleh pemberi kuasa, Pasal 1808 KUHPerdata penerima kuasa wajib menerima upah dari si pemberi kuasa, Pasal 1810 KUHPerdata penerima kuasa wajib menerima uang persekot terhitung mulai hari dikelurkannya kuasa tersebut Pasal 1812 KUHPerdata, bahwa Penerima kuasa berhak menahan apa yang berada di tangannya hingga kepadanya dibayar lunas segala sesuatu yang dapat dituntutnya akibat pemberian kuasa, sedangkan kewajiban penerima kuasa diatur dalam Pasal 1800, 1801, Pasal 1802, Pasal 180, Pasal 1805 dan Pasal 1806 KUHPerdata.

Referensi: 35 (1980-2019)

Kata Kunci: Perlindungan Hukum, Penerima Kuasa Jual Perjanjian, Hutang Piutang

## **ABSTRACT**

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### **LEGAL PROTECTION FOR SELLING AUTHORIZATION RECIPIENTS BASED ON DEBT AND RECEIVABLE AGREEMENTS (CASE STUDY DECISION NUMBER 1/PDT.G.S/2021/PN TLK)**

*(vii + 107 pages)*

*Legal Protection for Recipients of Sales Powers of Attorney for land and buildings originating from Debts and Receivables Agreements is based on statutory regulations, namely that legal protection here is preventive legal protection, which means it aims to anticipating errors in the implementation and use of the Power of Attorney for Sale by the attorney-in-fact for land and buildings against recipients of sales authorizations for land and buildings originating from agreements debts and receivables based on statutory regulations can provide justice and legal certainty. In addition, the recipient of the power of attorney to sell land and buildings originating from a debt agreement can receive legal protection for the rights of the recipient of the power of sale, such as the right to sell the assets used as collateral for the debt in accordance with the terms agreed in the debt agreement. Legal Protection for Recipients of Power of Attorney to Sell land and buildings originating from Debt and Receivable Agreements based on statutory regulations can be seen from the recipient of the power of attorney regulated in Article 1807 that the person giving the power of attorney is obliged to accept the agreements made by the person giving the power of attorney, Article 1808 of the Civil Code of the person receiving the power of attorney obliged to receive wages from the person giving the power of attorney, Article 1810 of the Civil Code, the recipient of the power of attorney is obliged to receive payment starting from the day the power of attorney is issued. Article 1812 of the Civil Code, that the recipient of the power of attorney has the right to retain what is in his hands until he is paid in full everything he can claim as a result of the granting of power of attorney, while the obligations of the proxy are regulated in Articles 1800, 1801, Article 1802, Article 180, Article 1805 and Article 1806 of the Civil Code.*

*Reference: 35 (1980-2019)*

*Keywords: Legal Protection, Recipient of Agreement to Sell Agreement, Accounts Payable*