

**KEDUDUKAN BANK GARANSI YANG DIKLAIM PENERIMA  
JAMINAN SAAT DEBITUR DIPUTUS PENUNDAAN KEWAJIBAN  
PEMBAYARAN UTANG (PKPU) OLEH PENGADILAN (Studi Kasus di  
Kantor Pusat PT Bank Negara Indonesia (Persero) Tbk.)**

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**INTISARI**

Penelitian ini bertujuan untuk menganalisis kedudukan bank garansi yang diklaim penerima jaminan saat debitur diputus PKPU oleh pengadilan dalam perjanjian penanggungan di Kantor Pusat PT. Bank BNI (Persero) Tbk dan upaya yang dapat dilakukan oleh Bank untuk mencegah kerugian akibat debitur tidak sanggup membayar kewajibannya.

Penelitian dilakukan dengan pendekatan yuridis empiris dan normatif, yang mana mengutamakan penelitian lapangan, namun sebagai langkah awal penelitian dilakukan dengan cara penelitian kepustakaan untuk memperoleh data. Data yang digunakan adalah data sekunder yang diperoleh melalui studi kepustakaan dan wawancara dengan narasumber. Data yang ada kemudian dianalisis dengan menggunakan metode deskriptif kualitatif.

Hasil penelitian menunjukkan bahwa bank garansi tetap berlaku dan bank wajib mencairkan apabila terjadi klaim, karena posisi Bank sebagai penjamin telah melepaskan hak istimewanya. Adapun upaya yang dapat dilakukan Bank untuk mencegah terjadinya kerugian akibat debitur tidak sanggup membayar kewajibannya yakni bank bersikap selektif dengan menerapkan prinsip kehati-hatian, kemudian sebelum mengeluarkan warkat bank garansi meminta debitur menandatangani surat perjanjian kontra garansi. Langkah terakhir yang dapat dilakukan yakni Bank mendaftarkan bank garansi tersebut ke dalam daftar tagihan PKPU.

**Kata Kunci: Bank Garansi, PKPU, Penjaminan**

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**THE POSITION OF THE BANK GUARANTEE CLAIMED  
BY THE GUARANTEE RECIPIENT WHEN THE DEBTOR IS DECIDED  
THE POSTPONEMENT OF DEBT PAYMENT OBLIGATIONS (PKPU)  
BY THE COURT (Case Study at the Head Office of PT Bank Negara  
Indonesia (Persero) Tbk.)**

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***ABSTRACT***

This study aims to analyze the position of the bank guarantee claimed by the guarantee recipient when the debtor is decided PKPU by the court in the guarantee agreement at the Head Office of PT. Bank BNI (Persero) Tbk and legal measures which can be taken by the Bank in order to prevent losses due to the debtor being unable to pay its obligations.

The study was conducted with an empirical and normative juridical approach, which prioritized field research, but as a first step the study was conducted by means of library research in order to obtain data. Moreover, the data used were secondary data which were obtained through library research and interviews with interviewee. Existing data were then analyzed using a qualitative descriptive method.

The results of the study show that the bank still has an obligation to withdraw the bank guarantee if the guarantee recipient submits a claim even though the debtor is terminated PKPU by the court. Furthermore, the legal efforts which can be taken by the Bank in order to prevent losses due to the debtor being unable to pay its obligations are that the bank should be selective by applying the precautionary principle; besides, before issuing a bank guarantee letter, asks the debtor to sign a contract of guarantee agreement. The last step which can be conducted is that the Bank registers the bank guarantee in the PKPU billing list.

**Key words: Bank Guarantee, Postponement of Payment, Borgtocht**

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