

**ANALISIS HUKUM PEMBATALAN PERJANJIAN JUAL BELI
AKIBAT PENYALAHGUNAAN KEADAAN (*MISBRUIK VAN
OMSTANDIGHEDEN*) OBLIGASI MEDIUM TERM NOTES
EMITEN PAILIT (STUDI PUTUSAN PENINJAUAN
KEMBALI MAHKAMAH AGUNG
NOMOR 1220 PK/PDT/2022)**

INTISARI

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Penelitian ini bertujuan untuk mengetahui dan menganalisis dalil penyalahgunaan keadaan karena penandatanganan perjanjian dilakukan di dalam lapas menjadi dasar batalnya perjanjian sebagaimana Putusan Peninjauan Kembali Mahkamah Agung RI Nomor 1220 PK/Pdt/2022 tanggal 13 Desember 2022 *Jo.* Putusan Mahkamah Agung RI Nomor 2648 K/Pdt/2021 tanggal 28 Oktober 2021 *Jo.* Putusan Pengadilan Tinggi Nomor 588/PDT/2020/PT SBY tanggal 27 November 2020 *Jo.* Putusan Pengadilan Negeri Kediri Nomor 3/Pdt.G/2020/PN.Kdr tanggal 13 Juli 2020, dan untuk menganalisis dampak batal perjanjiannya akibat dalil penyalahgunaan keadaan (*misbruik van omstandigheden*) terhadap hak nasabah MTN yang berstatus selaku kreditor separatis bagi emiten penerbit MTN yang berstatus pailit. Penelitian ini merupakan penelitian hukum normatif yang menggunakan data sekunder yang diperoleh dari penelitian kepustakaan. Data sekunder diperoleh dari bahan hukum primer dan bahan hukum sekunder. Cara pengumpulan data dilakukan dengan menggunakan metode dokumentasi, sedang alat pengumpulan datanya dengan menggunakan studi dokumen. Data dianalisis secara kualitatif. Hasil penelitian dan pembahasan menunjukkan bahwa fakta keberadaan salah satu pihak di dalam tahanan/penjara pada saat menandatangani suatu perjanjian semata tidak dapat serta-merta dijadikan dasar untuk menyatakan bahwa terdapat perbuatan melawan hukum (*onrechtmatige daad*) yang ditimbulkan dari penyalahgunaan keadaan (*misbruik van omstandigheden*) dalam pembuatan perjanjian tersebut. Di samping itu, batal demi hukumnya perjanjian jual-beli surat utang MTN berpotensi menimbulkan ketidakpastian hukum terkait kedudukan nasabah MTN sebagai kreditor separatis dalam proses eksekusi harta pailit emiten MTN.

Kata Kunci: Penyalahgunaan Keadaan (*Misbruik van Omstandigheden*), Batal demi Hukum, Medium Term Notes

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**LEGAL ANALYSIS ON THE CANCELLATION OF MEDIUM TERM
NOTES (MTN) PURCHASE AGREEMENT ON THE BASIS OF
UNDUE INFLUENCE WHERE THE MTN ISSUER HAS
BEEN DECLARED BANKRUPT (CASE STUDY ON
THE JUDICIAL REVIEW DECISION OF
THE SUPREME COURT NO.
1220 PK/PDT/2022)**

ESSENCE

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This research purports to examine and analyze the argument of undue influence as signing of an agreement inside a prison became the basis of the agreement being declared null and void as per the Judicial Review of the Supreme Court No. 1220 PK/PDT/2021 dated 13 December 2022 jo. Decision of the Supreme Court of the Republic of Indonesia No. 2648 K/Pdt/2021 dated 28 October 2021 jo. Decision of the High Court of Surabaya No. 588/PDT/2020/PT SBY dated 27 November 2020 jo. Decision of the District Court of Kediri No. 3/Pdt.G/2020/PN.Kdr dated 13 Juli 2020, as well as to examine and analyze the consequence upon MTN holder whose purchase agreement is declared null and void on the basis of undue influence while on the other hand having the status as separatist creditor where the MTN issuer had been declared bankrupt, particularly on whether the MTN holder still retain the rights towards distribution of MTN issuer's possession by the curators. This research is normative legal research utilizing secondary data obtained from bibliographical research. The secondary data is sourced from both primary and secondary legal sources. Data is collected through documentation method, using document study as data collection tools, which later examined under qualitative analysis. The result of this research shows that the fact alone that one party sign an agreement while being detained/imprisoned could not be the mere basis for determining that tort based upon undue influence is present in the making of the agreement. On the other hand, declaring a medium term notes purchase agreement as null and void could potentially lead to legal uncertainty pertaining to legal status of a MTN holder as separatist creditor in the execution process of the MTN issued under bankruptcy.

Keywords: Undue Influence, Null and Void, Medium Term Notes.

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