

TINJAUAN YURIDIS PENGALIHAN OBJEK JAMINAN FIDUSIA PADA PERJANJIAN PEMBIAYAAN KONSUMEN KENDARAAN BERMOTOR RODA EMPAT TANPA PERSETUJUAN PENERIMA FIDUSIA (STUDI KASUS DI PT BCA FINANCE CABANG PEKALONGAN)

Putri Fitriani¹, Taufiq El Rahman²

INTISARI

Penelitian ini bertujuan untuk mengetahui dan menganalisis alasan pemberi fidusia melakukan pengalihan objek jaminan fidusia pada perjanjian pembiayaan konsumen kendaraan bermotor roda empat tanpa persetujuan penerima fidusia di PT BCA Finance Cabang Pekalongan serta mengetahui dan menganalisis akibat hukum atas pengalihan objek jaminan fidusia oleh pemberi fidusia tanpa persetujuan penerima fidusia di PT BCA Finance cabang Pekalongan.

Penelitian ini dilaksanakan dengan menggunakan jenis penelitian yuridis empiris bersifat deskriptif. Bahan penelitian hukum dalam penelitian ini didapatkan melalui dua penelitian, yakni penelitian kepustakaan dan penelitian lapangan. Penelitian kepustakaan dilakukan dengan menggunakan data sekunder, sedangkan penelitian lapangan dilakukan untuk memperoleh data primer. Data yang didapat kemudian diolah menggunakan metode analisis kualitatif dan disajikan secara deskriptif.

Berdasarkan hasil penelitian dan pembahasan dapat disimpulkan dua kesimpulan. Pertama, pemberi fidusia selaku debitur melakukan pengalihan objek jaminan fidusia tanpa persetujuan penerima fidusia selaku kreditur pada pelaksanaan Perjanjian Pembiayaan Konsumen PT BCA Finance cabang Pekalongan memiliki tujuan untuk melakukan pengalihan kredit (*over kredit*) sekaligus hak milik atas kepercayaan dari objek jaminan kepada pihak ketiga yang menerima pengalihan tersebut. Kedua, pengalihan objek jaminan fidusia oleh debitur tanpa persetujuan tertulis kreditur di PT BCA Finance cabang Pekalongan memiliki akibat hukum baik bagi debitur, kreditur, maupun pihak ketiga selaku penerima pengalihan objek jaminan fidusia dari debitur.

Kata Kunci: Fidusia, Perjanjian Pembiayaan Konsumen, Kredit.

¹ Mahasiswa Departemen Hukum Perdata, Program Sarjana, Fakultas Hukum Universitas Gadjah Mada, Yogyakarta.

² Dosen Departemen Hukum Perdata di Fakultas Hukum Universitas Gadjah Mada, Yogyakarta.

***LEGAL ANALYSIS OF THE TRANSFER OF FIDUCIARY GUARANTEE
OBJECTS IN FOUR-WHEEL MOTORIZED VEHICLE CONSUMER
FINANCING AGREEMENTS WITHOUT THE CONSENT OF THE
FIDUCIARY RECIPIENT (CASE STUDY AT PT BCA FINANCE
PEKALONGAN BRANCH)***

Putri Fitriani¹, Taufiq El Rahman²

ABSTRACT

This research aims to find out and analyze the reasons why fiduciary providers transfer fiduciary collateral objects in consumer financing agreements for four-wheeled motorized vehicles without the approval of the fiduciary recipient at PT BCA Finance Pekalongan Branch and to determine and analyze the legal consequences of transferring fiduciary collateral objects by the fiduciary provider without the recipient's consent. fiduciary at PT BCA Finance Pekalongan branch.

This research was carried out using descriptive empirical juridical research. The legal research material in this research was obtained through two studies, namely library research and field research. Literature research was carried out using secondary data, while field research was carried out to obtain primary data. The data obtained was then processed using qualitative analysis methods and presented descriptively.

Based on the research results and discussion, two conclusions can be drawn. First, the fiduciary provider as debtor transfers the fiduciary collateral object without the consent of the fiduciary recipient as creditor during the implementation of the PT BCA Finance Pekalongan branch Consumer Financing Agreement with the aim of transferring credit (over credit) as well as ownership rights in trust of the collateral object to a third party who receives the transfer. Second, the transfer of fiduciary collateral objects by the debtor without the written consent of the creditor at PT BCA Finance Pekalongan branch has legal consequences for both the debtor, creditor and third parties as recipients of the transfer of fiduciary collateral objects from the debtor.

Keywords: *Fiduciary, Consumer Financing Agreement, Credit.*

¹ Undergraduate Law Student of Civil Law Department, Faculty of Law, Universitas Gadjah Mada, Yogyakarta.

² Lecturer at Civil Law Department, Faculty of Law, Universitas Gadjah Mada, Yogyakarta.