

**EKSEKUSI JAMINAN FIDUSIA PADA PERJANJIAN KREDIT  
KENDARAAN BERMOTOR DI PT AL IJARAH INDONESIA FINANCE  
(ALIF) DALAM PROSES PENANGANAN KREDIT MACET**

Oleh:

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**ABSTRAK**

Penelitian hukum ini bertujuan untuk mengetahui dan mengkaji bagaimana upaya kreditur menghadapi kesulitan eksekusi jaminan fidusia pada perjanjian kredit kendaraan bermotor di PT Al Ijarah Indonesia Finance (ALIF) dalam proses penanganan kredit macet. Tujuan lain dari penelitian ini untuk mengetahui dan mengkaji upaya perlindungan hukum terhadap kreditur pada perjanjian kredit kendaraan bermotor di PT Al Ijarah Indonesia Finance (ALIF) dalam proses penanganan kredit macet.

Penelitian ini bersifat deskriptif dengan jenis normatif empiris. Penelitian normatif dilakukan melalui penelitian kepustakaan atas berbagai bahan hukum, baik primer, sekunder dan tersier, untuk mendapatkan data sekunder melalui studi dokumen. Penelitian empiris dilakukan untuk mendapatkan data primer melalui penelitian lapangan dengan cara wawancara kepada subjek penelitian dengan mempergunakan pedoman wawancara. Data yang diperoleh dari hasil penelitian kepustakaan dan lapangan dianalisis secara kualitatif. Hasil analisis data disajikan secara deskriptif analitis.

Hasil penelitian menunjukkan: 1) Upaya menghadapi kesulitan eksekusi jaminan fidusia oleh kreditur dapat diatasi dengan penerapan Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia melalui upaya preventif dan represif yang dilakukan oleh kreditur. 2) Perlindungan hukum kreditur terhadap kredit macet di PT Al Ijarah Indonesia Finance (ALIF) lebih menitikberatkan kepada perlindungan hukum preventif dengan melakukan seleksi terhadap calon debitur yang akan melakukan pembiayaan konsumen.

***Kata Kunci: Perjanjian, Jaminan Fidusia, Kredit, Kredit Macet***

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## ABSTRACT

### THE IMPLEMENTATION OF FIDUCIARY TRANSFER OF OWNERSHIP ON VEHICLE CREDIT AGREEMENT IN BAD DEBTS HANDLING PROCESS AT PT AL IJARAH INDONESIA FINANCE (ALIF)

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This legal research aims to know and to analyze the creditor's efforts and the implementation of protection law for creditors in dealing with the implementation of fiduciary transfer of ownership on vehicle credit agreement in bad debts handling process at PT Al Ijarah Indonesia Finance (ALIF).

This research is descriptive and using juridical and empirical method. The empirical method is done by interviewing subjects using guidelines to gain primary data. The juridical method is done by doing a primary, secondary, and tertiary library research in various law firm and study the documents to gain secondary data. The data taken from library research and interviews are analyzed qualitatively. The result is presented using analytical description.

The result shows that: 1) The difficulties experienced by creditors in the implementation of fiduciary transfer are the lack of understanding to the regulation applied, the procedures requires longer time while the implementation of Fiduciary Transfer on a specific object should be done as soon as possible, object of warranty is not registered, the sale cost of the object is less than the debtor's debt, or the debtor holds a malicious intention. The difficulties experienced by the creditor can be overcome by implementing "Undang-Undang Nomor 42 Tahun 1999" about Fiduciary Transfer and implementing preventive and repressive protection law, 2) protection law of creditors against bad debts in PT Al Ijarah Indonesia Finance (ALIF) is emphasized more to preventive protection law by filtering prospective debtor who will conduct consumer financing.

**Keyword: agreement, fiduciary transfer of ownership, murabahah, bad debts**

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