

INTISARI

TANGGUNG JAWAB BANK SELAKU KREDITUR PEMEGANG HAK TANGGUNGAN KEPADA PIHAK KETIGA PEMENANG LELANG EKSEKUSI HAK TANGGUNGAN YANG PERJANJIAN KREDITNYA DINYATAKAN BATAL DEMI HUKUM (Studi Kasus Putusan Pengadilan Negeri Kudus Nomor 18/Pdt.G/2015/PN.Kds)

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Penelitian ini bertujuan untuk mengetahui dan menganalisis tanggung jawab bank selaku kreditur pemegang hak tanggungan kepada pihak ketiga pemenang lelang eksekusi hak tanggungan dan mengetahui serta menganalisis konsep pengelolaan risiko bank dalam menjalankan usaha kredit untuk mencegah kerugian atas perjanjian kredit yang dinyatakan batal demi hukum.

Penelitian ini diteliti dengan metode penelitian berjenis penelitian hukum normatif dan empiris bertipe yuridis sosiologis dengan sifat penelitian deskriptif. Penulis memulai dengan mencari tahu dan menganalisis reaksi dan interaksi yang terjadi mengenai tanggung jawab Bank pada pemenang lelang yang perikatan pokoknya batal demi hukum dijalankan. Hasil penelitian yang diperoleh dalam penelitian ini akan dianalisis secara deskriptif dengan metode deduktif.

Hasil penelitian ini adalah **(1)** Tanggung jawab bank selaku kreditur pemegang hak tanggungan kepada pihak ketiga pemenang lelang eksekusi hak tanggungan yang perjanjian kreditnya dinyatakan batal demi hukum karena Putusan Pengadilan Negeri Kudus Nomor 18/Pdt.G/2015/PN.Kds adalah Bank hanya mengembalikan Harga Lelang saja, sementara Bea Lelang, PNBPN, dan BPHTB tetap menjadi beban Pembeli. Hal itu karena telah dicapai kesepakatan saat Pembeli/Pemenang Lelang bernegosiasi dengan Penjual guna mendapatkan pengembalian hak secepat-cepatnya dengan alasan biaya dan waktu sedikit mungkin. dan **(2)** Konsep pengelolaan risiko bank dalam menjalankan usaha kredit untuk mencegah kerugian atas perjanjian kredit yang dinyatakan batal demi hukum selain mengikuti Prinsip 5C yang salah satunya Collateral, bank harus mengasuransikan obyek jaminan dan debitur supaya bank dapat menghindari dari risiko hukum seperti gugatan untuk membatalkan eksekusi jaminan dengan alasan ahli waris debitur tidak mampu melunasi kewajibannya. Cara demikian memang tentunya lebih mahal untuk diterapkan.

Kata Kunci: Bank, Tanggung Jawab, Hak Tanggungan, Lelang Eksekusi, Perjanjian Kredit.

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ABSTRACT

BANK'S RESPONSIBILITIES AS LAND MORTGAGE HOLDER TOWARDS THIRD PARTY I.E LAND MORTGAGE AUCTIONS WINNER WHICH CREDIT IS ANNULLED BY THE LAW (Kudus District Court Verdict Number 18 / Pdt.G / 2015 /PN.Kds Case Study)

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This study aimed to find out and analyze bank's responsibilities as land mortgage holder towards third party i.e land mortgage auctions winner which credit is annulled by the law and to explores and analyze the concept of bank risk management in running a credit business to prevent losses on credit agreements which annulled by the law.

This research conducted by normative legal research and empirical legal research method of which, descriptive by nature. The author began by searched out and analyzed the reactions and interactions that occurred regarding bank's responsibilities as land mortgage holder towards third party i.e land mortgage auctions winner which credit is annulled by the law. The results of the research obtained in this study would be analyzed descriptively using deductive method.

The results of this study were **(1)** The responsibility of the bank as mortgage holder creditor to the third party winner of the mortgage auction whose credit agreement annulled by Court Verdict 18/Pdt.G/2015/PN.Kds was the Bank only return the Auction Price, while the Auction, PNBP and BPHTB Fees remain a burden to the Buyer. That was caused by an agreement that has been reached when the Buyer / Winner of the Auction negotiates with the Bank as Seller in order to get the right return as soon as possible on the basis of the least possible cost and time. and **(2)** the concept of bank risk management in running a credit business to prevent loss of credit agreements which declared null and void in addition to following the 5C Principles, one of which is Collateral, banks must ensure collateral objects and ensure the debtor so the bank could avoid legal risks such as claims to cancel collateral execution on the grounds the debtor's heirs cannot afford to pay off their obligations. This method is certainly more expensive to be implemented.

Keywords: Bank, Responsibilities, Land Mortgage, Auctions, Credit Agreement.

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