

INTISARI

PENERAPAN ASAS ITIKAD BAIK DAN UPAYA PENYELESAIAN PINJAMAN BERMASALAH PADA PERJANJIAN PINJAM MEMINJAM UANG DENGAN ANGSURAN GAJI ANTARA KPRI KOKELGAM DAN ANGGOTA (STUDI KASUS ANTARA TUAN “B” DAN KPRI KOKELGAM)

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Penelitian dalam penulisan hukum ini bertujuan untuk mengetahui dan mengkaji mengenai penerapan asas itikad baik dan upaya penyelesaian pinjaman bermasalah pada perjanjian pinjam meminjam uang dengan angsuran gaji antara KPRI KOKELGAM dan anggota (studi kasus antara Tuan “B” dan KPRI KOKELGAM)

Penelitian ini bersifat normatif-empiris dengan menggunakan jenis penelitian kepustakaan dan lapangan. Jenis data yang digunakan adalah data kualitatif yang didapatkan melalui data primer (penelitian lapangan) dan data sekunder (penelitian kepustakaan).

Berdasarkan hasil penelitian, diperoleh kesimpulan sebagai berikut: Pertama, itikad baik subjektif dalam tahap pembentukan perjanjian dilakukan oleh pihak KPRI KOKELGAM yang ditunjukkan dengan memberikan informasi dan menjelaskan hak dan kewajiban para pihak dalam perjanjian dan memberikan kesempatan bertanya kepada calon peminjam. Pada tahap pelaksanaan perjanjian itikad baik belum dilaksanakan secara maksimal, terdapat bentuk pelanggaran asas itikad baik yang berupa tindakan wanprestasi berupa kelalaian dalam membayar angsuran pinjaman. Upaya penyelesaian non-litigasi diwujudkan dalam bentuk negosiasi. Dalam hal anggota yang mengalami kesulitan pembayaran angsuran, KPRI KOKELGAM melakukan pendekatan kekeluargaan sesuai dengan prinsip yang dianut yaitu koperasi berasaskan kekeluargaan dan kegotong-royongan.

Kata Kunci : Asas itikad baik, Perjanjian Pinjam Meminjam Uang, Koperasi Pegawai Republik Indonesia (KPRI).

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THE IMPLEMENTATION OF GOOD FAITH PRINCIPLE AND THE SETTLEMENT OF PERSONAL LOAN FOR SALARIED EMPLOYEE CONTRACT BETWEEN KPRI KOKELGAM AND THE MEMBER.

(STUDY CASE BETWEEN MR. "B" AND KPRI KOKELGAM)

by

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This legal research aims to understand and analyze the good faith principle and the settlement of personal loan for salaried employee contract between KPRI KOKELGAM and the member (study case between Mr. "B" and KPRI KOKELGAM).

This research characteristic is normative and empiric combining literature study and field research. The data employed in this are obtained from field research as primary data and secondary data.

Two conclusions that can be drawn from the research as follows: first, the implementation of subjektive good faith and objektive good faith. The subjective good faith in the stage of forming an agreement is carried out by the KPRI KOKELGAM as indicated by providing information and explaining the rights and obligations of the parties in the agreement and giving an opportunity to ask prospective debtor. At the stage of the implementation of the good faith agreement has not been carried out optimally, there is a form of violation of the good faith principle in the form of acts of default from Mr. "B". The default was in the form of negligence in paying loan installments. In this stage the KPRI KOKELGAM provides an opportunity for the debtor to settle the problem loans by sending a notice of arrears.

Second, the settlement attempt of the salary deduction system in loan agreement at KPRI KOKELGAM are carried out non-litigation by applying the family principle. Non-litigation settlement attempt be realized in negotiations. The results of the negotiations between KPRI KOKELGAM with Mr. "B" is by selling assets owned by Mr. "B". The members who have difficulty paying installments, KPRI KOKELGAM do a familial approach according to the principles submitted, the family principle and mutual cooperation.

Keywords: Good Faith, Personal Loan, Koperasi Pegawai Republik Indonesia (KPRI).

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