

INTISARI

PENERAPAN JAMINAN DALAM PELAKSANAAN PUTUSAN SERTA MERTA MENURUT SEMA NO. 3 TAHUN 2000 TENTANG PUTUSAN SERTA MERTA DI PENGADILAN NEGERI SLEMAN

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Penelitian ini bertujuan untuk mengetahui bagaimana penerapan jaminan dalam pelaksanaan putusan serta merta menurut SEMA No. 3 Tahun 2000 tentang Putusan Serta Merta di Pengadilan Negeri Sleman. Ketentuan dalam SEMA no. 3 Tahun 2000 dan SEMA No. 4 Tahun 2001 memuat ketentuan pemberian jaminan sebagai syarat yang wajib sebelum pelaksanaan putusan serta merta. Penelitian ini kemudian menjelaskan pertimbangan hakim memutus putusan serta merta dalam kaitannya dengan tata cara pelaksanaan putusan serta merta, serta permasalahan dan kesulitan yang timbul dalam penerapan jaminan sebagai syarat dalam pelaksanaan putusan serta merta.

Penelitian ini bersifat normatif empiris, dengan melakukan penelitian kepustakaan melalui buku atau literatur, jurnal, peraturan perundang-undangan, dan kemudian dilakukan penelitian empiris berupa wawancara dengan responden yang memiliki kemampuan di bidangnya, yaitu Hakim, Panitera, dan Juru Sita di Pengadilan Negeri Sleman. Analisis dilakukan dengan dengan pendekatan kualitatif, Bentuk penyajian data yang disajikan berupa teks naratif yang selanjutnya ditarik kesimpulan sebagai hasil dari analisis.

Hasil penelitian menunjukkan bahwa hakim di Pengadilan Negeri Sleman sangat mempertimbangkan SEMA No. 3 Tahun 2000 sebagai pedoman dalam memutus putusan serta merta. Tata cara dan persyaratan tersebut membuat hakim cenderung memilih untuk tidak mengabulkan gugatan yang diminta agar dapat dilaksanakan terlebih dahulu (*uitvoerbaar bij voorrad*). Penerapan jaminan dalam putusan serta merta menurut SEMA No. 3 Tahun 2000 dianggap mempersulit pelaksanaan putusan serta merta, karena memperpanjang proses pelaksanaan putusan, dan memberatkan bagi penggugat, padahal hak nya harus segera dipulihkan.

Kata kunci: Putusan Serta Merta, Pelaksanaan Putusan Serta Merta, Syarat Pemberian Jaminan

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ABSTRACT

THE IMPLICATION OF COLLATERAL IN IMMEDIATELY EXECUTABLE VERDICT (*UITVOERBAAR BIJ VOORRAAD*) ACCORDING TO SUPREME COURT CIRCULAR LETTER NUMBER 3 OF 2000 AT SLEMAN DISTRICT COURT

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This study aims to determine how the application of an collateral in the immediately executable verdict according to SEMA No. 3 of 2000 concerning an immediately executable verdict in Sleman District Court. The terms in the SEMA no. 3 of 2000 and SEMA No. 4 of 2001 contains a provision granting bail as a condition of which is mandatory before the implementation of the immediately executable verdict. This study then explained the consideration of the judge in deciding an immediately executable verdict in relation to procedures for the implementation of an immediately executable verdict, as well as the problems and difficulties arising in the application of the guarantee as a condition in the application the immediately executable verdict.

The nature of this study is normative empirical, conducted by doing library research through books or literature, journals, laws, and regulations, and also empirical research in the form of interviews with respondents who have the ability in the field, namely Judges, Clerks, and Bailiffs in the Sleman District Court. The analysis was conducted with a qualitative approach, the presentation of the data was presented in the form of narrative text wich further conclusions drawn as a result of the analysis.

*The syudy shows that the judges at Sleman District Court were considering the SEMA No. 3 of 2000 as a guideline in deciding an immediately executable verdict. Ordinances and these requirements make the judge tend to choose not to grant the lawsuit requested to be implemented first (*uitvoerbaar bij voorrad*). The application of the guarantee in an immediately executable verdict according to SEMA No. 3 of 2000 is considered to complicate the implementation of an immediately executable verdict, because it extends the process of the enforcement of the verdict, and burdensome for the plaintiff, meanwhile the right should be immediately restored.*

Keywords: the Immediately Executable Verdict, the Execution of the Immediately Executable Verdict, Collateral In Immediately Executable Verdict

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