

**IMPLEMENTASI YURIDIS TENTANG PROSES EKSEKUSI TERHADAP  
OBJEK PERJANJIAN FIDUSIA DITINJAU BERDASARKAN UNDANG-  
UNDANG NOMOR 42 TAHUN 1999 TENTANG JAMINAN FIDUSIA  
(Studi Kasus Putusan Pengadilan Negeri Nomor 235/Pdt.G/2019/PN Smn)**

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**ABSTRAK**

Penelitian hukum ini bertujuan untuk mengetahui dan menganalisis pertimbangan hukum dari Majelis Hakim atas kasus dengan Nomor perkara 235/Pdt.G/2019/PN Smn dalam memutuskan eksekusi objek perjanjian fidusia PT Oto Multiartha, dan kewenangan PT Oto Multiartha dalam melakukan eksekusi objek perjanjian fidusia ditinjau berdasarkan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, serta penyebab kreditur memilih menggunakan *debt collector* dalam melakukan eksekusi jaminan fidusia tanpa Polisi untuk mengamankannya ditinjau dari Peraturan Kepala Kepolisian Republik Indonesia Nomor 8 Tahun 2011 Tentang Pengamanan Eksekusi Jaminan Fidusia.

Penelitian ini bersifat deskriptif dengan jenis normatif empiris. Penelitian normatif dilakukan melalui penelitian kepustakaan untuk mendapatkan data sekunder serta menyusun analisa terhadap peraturan perundang-undangan terkait yang dihubungkan dengan isi putusan Nomor perkara 235/Pdt.G/2019/PN Smn. Penelitian empiris dilakukan untuk mendapatkan data primer dengan cara wawancara kepada subjek penelitian. Data yang diperoleh dari hasil penelitian kepustakaan dan lapangan di analisis secara kualitatif. Hasil analisis data disajikan secara deskriptif analitis.

Hasil penelitian menunjukkan: 1) Pertimbangan hukum atas kasus Nomor perkara 235/Pdt.G/2019/PN Smn yang memutuskan kewenangan eksekusi jaminan fidusia oleh PT Oto Multiartha telah sesuai dengan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia karena debitur telah terbukti wanprestasi. 2) Kewenangan PT Oto Multiartha dalam melakukan eksekusi jaminan fidusia adalah sah berdasarkan Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia, namun kewenangan eksekusi tidak dapat langsung dijalankan karena PT Oto Multiartha harus mengajukan surat permohonan pengambilan barang yang disita di Kepolisian Gondomanan ke Pengadilan Negeri Sleman. 3) Penyebab kreditur memilih menggunakan *debt collector* tanpa Polisi untuk mengamankan sita eksekusi jaminan fidusia adalah penggunaan *debt collector* dirasa lebih mudah karena hanya membutuhkan surat kuasa dari kreditur, sedangkan penyertaan polisi dirasa cukup rumit karena memerlukan pengurusan administrasi eksekusi ke kepolisian yang memakan lebih banyak waktu.

***Kata Kunci: Perjanjian, Jaminan Fidusia, Eksekusi, Debt Collector***

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## ABSTRACT

### **JURIDICAL IMPLEMENTATION OF THE EXECUTION PROCESS OF THE FIDUCIA AGREEMENT OBJECT REVIEWED FROM LAW NUMBER 42 OF 1999 CONCERNING FIDUCIA GUARANTEE (Case Study On District Court Number 235/Pdt.G/2019/PN Smn)**

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This legal research aims to identify and analyze the legal considerations of the Panel of Judges on a Case No. 235/Pdt.G/2019/PN Smn in deciding the execution of the object of the fiduciary agreement of PT Oto Multiartha, and the authority of PT Oto Multiartha in executing the object of the fiduciary agreement is reviewed based on Law No. 42 of 1999 concerning Fiduciary Assignment, and also the reason creditor choose to use debt collectors to carry out the execution of fiduciary assignment without being accompanied by the Police to secure it based on the Regulation of the Chief of the Indonesian National Police No. 8 of 2011 related to Securing the Execution of Fiduciary Assignment.

This research is a descriptive with empirical normative research. Normative research is conducted through library research to obtain secondary data and carried out by compiling an analysis of the articles in the relevant laws and regulations that are linked to the contents of the decision Case No. 235/Pdt.G/2019/PN.Smn. Empirical research was conducted for obtaining primary data by interviewing research subjects. The data obtained from the literature and field research were analyzed qualitatively. The results of data analysis are presented in a descriptive analytical manner.

The results are: 1) The legal considerations for the case No. 235/Pdt.G/2019/PN Smn which decided the authority to execute fiduciary assignment by PT Oto Multiartha were in accordance with Law No. 42 of 1999 concerning Guarantee Fiduciary 2) The authority of PT Oto Multiartha in carrying out the execution of fiduciary guarantees is legal based on Law No. 42 of 1999 concerning Fiduciary Security, but the authority of the execution cannot be carried out immediately because PT Oto Multiartha has to submit a letter requesting the collection of items confiscated at the Gondomanan Police to the District Court Sleman. 3) The reason for creditor choosing to use debt collectors without being accompanied by the Police to secure them is that the use of debt collectors to carry out the execution of fiduciary guarantees is considered easier because it only requires a power of attorney from the creditors, while the use of the Police is considered quite complicated because it requires administrative management of an execution request to the police, of course more time consuming.

***Key Words: Agreement, Fiducia Guarantee, Execution, Debt Collector***

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