

## **ANALISIS PENERAPAN ASAS KEBEBASAN BERKONTRAK DALAM PERJANJIAN KREDIT DI PT. BRI CABANG CIK DITIRO KOTA YOGYAKARTA**

Oleh :

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### **INTISARI**

Penelitian ini bertujuan untuk mengetahui dan menganalisis penerapan asas kebebasan berkontrak dalam perjanjian kredit dan faktor-faktor yang membuat terbatasnya asas kebebasan berkontrak debitur pada pembuatan perjanjian kredit di PT. BRI Cabang Cik Ditiro kota Yogyakarta.

Penelitian ini berjenis normatif-empiris. Data yang digunakan terdiri dari data primer yang didapatkan melalui wawancara dengan responden dan data sekunder dari penelitian kepustakaan. Seluruh data kemudian diuraikan dan dianalisa secara deskriptif-kualitatif.

Hasil penelitian menunjukkan bahwa penerapan asas kebebasan berkontrak dalam perjanjian kredit di PT. BRI Cabang Cik Ditiro kota Yogyakarta belum sepenuhnya dilaksanakan. Hal tersebut dikarenakan dari 6 (enam) ruang lingkup asas kebebasan berkontrak hanya 4 (empat) yang terlaksana. Prinsip kebebasan berkontrak yang belum terlaksana yaitu kebebasan dalam menentukan bentuk perjanjian dan kebebasan dalam menentukan isi perjanjian. Hal tersebut dikarenakan bentuk perjanjian telah diatur oleh penjelasan pasal 8 Undang-Undang Nomor 10 Tahun 1998 tentang Perubahan atas Undang-Undang Nomor 7 Tahun 1992 tentang Perbankan dan Surat Keputusan Direksi Bank Indonesia Nomor 27/ 162/ KEP/ DIR. Sedangkan kebebasan dalam menentukan isi perjanjian telah dibuat oleh pihak kreditur dalam bentuk perjanjian baku. Faktor-faktor yang membuat terbatasnya asas kebebasan berkontrak debitur pada pembuatan perjanjian kredit di PT. BRI Cabang Cik Ditiro kota Yogyakarta ditinjau dari sisi kreditur yaitu iktikad debitur, kemampuan debitur, kesanggupan debitur, dan efisiensi waktu. Hal tersebut dikarenakan pihak kreditur menerapkan prinsip kehati-hatiannya dalam pemberian kredit. Sedangkan faktor dari pihak debitur yaitu kurangnya pengetahuan debitur terhadap kebebasan berkontrak dalam pembuatan perjanjian kredit.

**Kata Kunci:** asas kebebasan berkontrak, pembatasan, perjanjian kredit.

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**ANALYSIS THE APPLICATION OF THE FREEDOM OF CONTRACT  
PRINCIPLE IN CREDIT AGREEMENTS AT PT. BRI CIK DITIRO  
YOGYAKARTA BRANCH**

By

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**ABSTRACT**

This research aims to know and analyze the application of the freedom of contract principle in the credit agreement and the factors which make the restricted of debtor's freedom of contract principle for making the credit agreement at PT. BRI Cik Ditiro Yogyakarta branch.

This research is a normative-empirical research. The data used consist of primary data obtained through interviews with respondents and secondary data from the research literature. All data and then described and analyzed by descriptively qualitatively.

Based on the results of research, the application of the freedom of contract principle in the credit agreement at PT. BRI Cik Ditiro Yogyakarta branch has not fully implemented. This is because of 6 (six) scope of the freedom of contract principle only 4 (four) conducted. The freedom of contract principle which have not been implemented are the freedom to determine the form of the agreement and the freedom to determine the contents of the agreement. Because the form of agreement have been regulated by the elucidation of Article 8 of the Law Number 10 of 1998 amending Law Number 7 of 1992 regarding Banking and Bank Indonesia Board of Directors Decree No. 27/162 / KEP / DIR. Meanwhile the freedom to determining the contents of the agreement have been set by the creditor in standard contract. Factors that make debtor's freedom of contract principle has restricted of making the credit agreement at PT. BRI Cik Ditiro Yogyakarta branch from creditor's side are debtor's faith, the capability of the debtor, the capacity of the debtor, and the efficiency of time. That is because creditor applying the principles of prudential banking in credit. On the other side factor from debtors are lack of knowledge of the debtors against the freedom of contract in making credit agreement.

**Keywords :** freedom of contract, restriction, credit agreements.

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