

**PERAN NOTARIS DALAM MENJAGA ASAS PROPORSIONALITAS
PADA KREDIT PERBANKAN
(Study Kasus pada P.T Bank X Cabang Yogyakarta)**

Rahmat Arifin,¹ Ari Hernawan²

INTISARI

Penelitian ini bertujuan untuk mengetahui dan mengkaji implementasi asas proporsionalitas dalam pembuatan akta perjanjian kredit oleh notaris. Tujuan lain yang ingin dicapai adalah untuk mengetahui dan mengkaji tanggung jawab notaris terhadap akta perjanjian kredit yang tidak memenuhi asas proporsionalitas ketika terjadi gagal bayar.

Penelitian ini bersifat yuridis empiris. Data primer penelitian ini diperoleh dari studi lapangan. Data sekunder diperoleh dari studi pustaka. Data hasil penelitian dianalisis dengan metode kualitatif. Hasil penelitian disajikan secara deskriptif.

Hasil penelitian menunjukkan bahwa implementasi asas proporsionalitas yang dilakukan notaris dalam pembuatan akta perjanjian kredit pada bank X belum optimal. notaris belum mampu memfasilitasi secara maksimal dalam proses penentuan isi perjanjian kredit dalam perbedaan nilai daya tawar antara debitur dan kreditur. Notaris dalam menjalankan tanggung jawab jabatannya dibatasi oleh Undang-Undang. Dalam pembuatan akta perjanjian kredit, notaris mengikuti peraturan perundang-undangan yang berlaku dan tidak ikut bertanggung jawab terhadap kredit yang gagal bayar meskipun akta yang disusunnya tidak memenuhi asas proporsionalitas. Hal tersebut dikarenakan pembuatan akta perjanjian kredit sudah sesuai dengan prosedur yang telah ditetapkan serta isi perjanjian merupakan kesepakatan para pihak

Kata kunci: Notaris, asas proporsionalitas, perjanjian kredit

¹ Desa Tampo RT/RW 01/II, Kecamatan Cluring, Kabupaten Banyuwangi

² Fakultas Hukum, Universitas Gadjah Mada

**NOTARY ROLE IN MAINTAINING PRINCIPLES OF
PROPORTIONALITY IN CREDIT OF BANKS
(Case Study on P.T Bank X Yogyakarta Branch)**

Rahmat Arifin,¹ Ari Hernawan²

ABSTRACT

This study aims to identify and assess the implementation of the principle of proportionality in the manufacture of a credit agreement deed by a notary. Another goal which wants to be achieved is to determine and assess the notary responsibility of the deed of agreement credit which does not satisfy the principle of proportionality in the event of default.

This research is empirical juridical. The primary data were obtained from field studies. The secondary data were obtained from the literature. The Data were analyzed with qualitative methods. The results of the study are presented descriptively.

The results show that the implementation of the proportionality principle which is done in the notary on a deed credit agreement of X bank is not optimal. The notary has not been able to facilitate to the maximum in the process of determining the content of credit agreements in the bargaining power value difference between the debtor and the creditor. The Notary in carrying out his responsibility is limited by the Act. In the manufacture of the loan agreement, the notary follows the legislation in force and does not take responsibility for the credit default despite the deed set did not fulfill the principle of proportionality. That is because the credit agreements deed are in accordance with the established procedures and the contents of the agreement is an agreement of the parties

Keywords: Notary, principle of proportionality, credit agreement

¹ Tampo village RT/RW 01/II, Cluring subdistrict, Banyuwangi regency.

² Lecturer at Faculty of Law, Gadjah Mada University.