

**AKIBAT HUKUM EKSEKUSI HAK TANGGUNGAN TANPA KLAUSUL
JANJI PENGOSONGAN DALAM APHT (AKTA PEMBERIAN HAK
TANGGUNGAN) BAGI KREDITUR
(Studi Kasus Kantor Pelayanan Kekayaan Negara dan Lelang (KPKNL)
Kota Malang)**

Oleh:

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INTISARI

Tujuan dari penelitian ini yakni untuk mengetahui dan menganalisis proses eksekusi Hak Tanggungan yang tidak mencantumkan janji pengosongan di dalamnya serta upaya penyelesaian perkara dalam eksekusi Hak Tanggungan yang terhambat akibat tidak ada klausul janji pengosongan dalam APHT (Akta Pemberian Hak Tanggungan) di KPKNL Kota Malang.

Penelitian yang digunakan merupakan penelitian hukum yuridis empiris. Cara memperoleh data dengan penelitian lapangan guna memperoleh data primer yang dilakukan dengan wawancara terhadap responden dan narasumber dan penelitian kepustakaan guna memperoleh data sekunder. Kedua data tersebut dianalisis secara deskriptif kualitatif untuk mendapatkan penjelasan mengenai eksekusi Hak Tanggungan yang terhambat akibat tidak ada klausul janji pengosongan dalam APHT (Akta Pemberian Hak Tanggungan)

Dari hasil penelitian terdapat 7 kasus pelaksanaan eksekusi Hak Tanggungan yang terhambat akibat debitur tidak mau mengosongkan obyek Hak Tanggungan di KPKNL Kota Malang. Beberapa dari debitur berdalih karna tidak terdapat janji pengosongan di dalam APHT, sehingga ketika akan dilakukan pengosongan untuk kepentingan lelang debitur menolaknya dan bahkan ketika dilakukan lelang ternyata pemenang lelang yang telah memperoleh risalah lelang tidak berhasil mendapatkan haknya atas barang lelang secepat itu, karena debitur mengajukan gugatan pembatalan lelang. Terhadap kasus tersebut dibutuhkan upaya penyelesaian perkara yang tepat, sehingga dapat melindungi hak dari kreditur maupun pemenang lelang.

Kata Kunci: Akibat Hukum, Eksekusi Hak Tanggungan, Janji Pengosongan, Kreditur, Debitur, Hak Tanggungan

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**LEGAL CONSEQUENCES OF MORTGAGE RIGHT WITHOUT
PLEDGE OF EMPTYING CLAUSE IN APHT (DEED OF GRANTING
MORTGAGE) FOR CREDITOR
(Case Study of State Property Service and Auction Office (KPNL) Malang
City)**

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ABSTRACT

The purpose of this study is to find out and analyze the execution process of Mortgage which does not include a pledge of emptying in it as well as efforts to resolve cases in the execution of Mortgage which are hampered due to the absence of a pledge of emptying clause in the APHT (Deed of Granting Mortgage) at KPKNL of Malang City.

The research is an empirical juridical law research. Researcher collecting the data by field research in order to obtain primary data by interviewing respondents and sources and library research in order to obtain secondary data. The two data then were analyzed descriptive qualitative to obtain an explanation regarding the execution of Mortgage which was hampered due to the absence of a pledge of emptying clause in the APHT (Deed of Granting Mortgage).

From the results of the study, there were 7 cases of execution of Mortgage which were hampered due to the debtor not wanting to vacate the Mortgage object at KPKNL Malang City. Some of the debtors argued that because there was no pledge of emptying in the APHT, so that when it was about to be emptied for the benefit of the auction, the debtor refused it and even when the auction was conducted, it turned out that the auction winner who had obtained the minutes of the auction did not succeed in getting his rights to the auction item as quickly as possible, because the debtor filed a lawsuit. auction cancellation. In this case, appropriate case resolution efforts are needed, so as to protect the rights of creditors and auction winners.

Keywords: Legal Consequences, Execution of Mortgage, Emptying Promise, Creditor, Debtor, Mortgage

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