

ABSTRAK

Pasal 30 Undang-undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia menentukan bahwa pemberi Fidusia wajib menyerahkan benda yang menjadi objek Fidusia dalam rangka eksekusi Jaminan Fidusia. Sementara itu terdapat Debitur yang menolak menyerahkan objek jaminan. Berkaitan dengan itu perlu dilakukan penelitian tentang penarikan objek Jaminan Fidusia oleh Kreditur akibat Debitur Wanprestasi dapat dikualifikasi sebagai perbuatan melanggar hukum.

Penelitian ini menggunakan metode penelitian normatif, yaitu jenis penelitian yang didasarkan pada Peraturan Perundang-Undangan.

Hasil penelitian ini menunjukkan bahwa penarikan objek Jaminan Fidusia akibat Debitur wanprestasi dapat dikualifikasi sebagai perbuatan melanggar hukum. *Parate Eksekusi* sebagai perbuatan melanggar hukum tersebut sudah tepat, karena memenuhi unsur-unsur dalam Pasal 1365 KUHPerdata.

Kata Kunci: Parate Executie, Wanprestasi, Perbuatan Melanggar Hukum

ABSTRACT

Article 30 of Law Number 42 of 1999 concerning Fiduciary Assurance determines that the Fiduciary is obliged to surrender the object which is a Fiduciary object in order to execute the Fiduciary Guarantee. However, Decision Number 4 / Pdt.G / 2018 / PN.Kdr granted the Plaintiff's claim with a decision against the Law. This study aims to examine the law of withdrawal of Fiduciary Guarantee objects by Creditors due to Default Debtor and analyze judges' considerations stating the implementation of Execution Parate as Unlawful Actions.

This study uses normative research methods, namely the type of research that is based on legislation.

The results of this study indicate that the withdrawal of the object of Fiduciary Guarantee due to the Debtor Default can be justified. The consideration of the judge who stated that the implementation of the Parate Execution as an Act against the Law was inappropriate. Because it does not fulfill the elements in Article 1365 of the Civil Code.

Key Word: Parate Executie, Default, Committed Acts Against the Law.

