

Perlindungan hukum bagi kreditor yang beritikad baik atas hapusnya perjanjian jaminan: studi kasus: standard chartered Bank Branch Singapore V. PT Asmin Koalindo Tuhup = Legal protection for creditors in good faith against the abolition of the guarantee agreement (case study: standard chartered Bank Branch Singapore V. PT Asmin Koalindo Tuhup

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Abstrak

Skripsi ini bertujuan untuk mengetahui dan menganalisis mengenai perlindungan hukum bagi kreditor yang beritikad baik yang kehilangan jaminan atas pelunasan utang debitur akibat salah satu syarat sah perjanjian, suatu sebab yang halal terlanggar. Berdasarkan Pasal 1320 Kitab Undang-Undang Hukum Perdata, suatu perjanjian baru dapat dikatakan sah apabila seluruh syarat sah perjanjian telah terpenuhi. Dalam melakukan penulisan ini, penulis menggunakan metode penelitian yuridis-normatif atau penelitian kepustakaan dan tipologi bersifat deskriptif. Permasalahan dalam skripsi ini adalah bagaimana prosedur penjaminan gadai saham dalam perjanjian kredit, bagaimana kedudukan Standard Chartered Bank Branch Singapore atas hapusnya perjanjian jaminandan sejauh mana putusan hakim dalam Putusan No. 482 K/Pdt.Sus-Pailit/2016 memberikan perlindungan hukum kepada SCB sebagai kreditor yang beritikad baik ditinjau dari Perjanjian Fasilitas dan Perjanjian Jaminan serta undang-undang yang bersangkutan. Kesimpulan dari permasalahan tersebut adalah, perlindungan telah tidak diberikan dengan cukup baik oleh hakim di pengadilan, perjanjian dan peraturan perundang-undangan yang bersangkutan kepada Standard Chartered Bank Branch Singapore sebagai kreditor yang beritikad baik padahal perjanjian jaminan batal demi hukum dan menyisakan piutang yang belum terlunaskan. Standard Chartered Bank Branch Singapore perlu melakukan beberapa upaya untuk menjaga kedudukannya dan memperoleh sisa haknya yang belum terbayarkan.

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This thesis is aimed to discover and analyze the legal protection for creditor in good faith who loses a guarantee for the repayment of debtor debts because one of the conditions that are required for the validity of an agreement, there must be an admissible cause is violated. Based on Article 1320 Indonesian Civil Code, an agreement is valid if all of the conditions that are required for the validity of an agreement have been fulfilled. In conducting this thesis, the writer uses juridicial-normative research method or library research and the topology is descriptive. The problem in this thesis are how is the procedure of the pledge of shares guarantee in a credit agreement, how is the position of Standard Chartered Bank Branch Singapore against the abolition of the guarantee agreement and how far the judges sentence in sentence No. 482 K/Pdt.Sus-Pailit/2016 provides the legal protection to Standard Chartered Bank Branch Singapore as a creditor in good faith in terms of Facility Agreement and Guarantee Agreement also the relevant laws and regulations. The conclusion of these problems are, the protection has not been adequately granted by the judges in the court, agreements and the relevant laws and regulations to Standard Chartered Bank Branch Singapore as a creditor in good faith whereas the guarantee agreement null and void and leave unpaid debt claims. Standard Chartered Bank Branch Singapore needs to make several efforts to maintain its position and obtain the remaining unpaid rights.