

Pelaksanaan jamainan gadat pada Perusahaan Umum (Perum) Pegadaian Cabang Jatinegara

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Abstrak

Gadai adalah hak kebendaan atas benda milik orang lain yang semata mata diperjanjikan dengan penyerahan jaminan atas benda tertentu dengan tujuan pengambilan pelunasan hutang dari pendapatan penjualan benda tersebut terlebih dahulu dari kreditu lainnya. Dalam pelaksanaan gadai Perum Pegadaian harus mengikuti segala prosedur yang telah ditentukan oleh Peraturan Direksi. Dalam pelaksanaan gadai seringkali terjadi kasus kasus yang dapat merugikan pemberi gadai ataupun penerima gadai. Seperti kasus wanprestasi, kasus pencurian dan kasus barang palsu. Kasus wanprestasi terjadi apabila nasabah tidak melunasi pinjaman tepat waktu. Dan akibat dari wanprestasi tersebut barang jaminan milik nasabah akan dilelang oleh Perum Pegadaian. Dari hal-hal yang diuraikan tersebut maka timbul beberapa permasalahan yaitu bagaimanakah prosedur pelaksanaan jaminan gadai pada Perum Pegadaian cabang Jatinegara, apakah yang akan dilakukan oleh Perum Pegadaian apabila dalam pelaksanaan perjanjian jaminan gadai pihak debitur wanprestasi atau tidak melaksanakan kewajibannya dan bagaimanakah pertanggungjawaban perum Pegadaian apabila ada barang jaminan milik nasabah yang hilang. Untuk memperoleh kejelasan tersebut metodologi penulisan dilakukan dengan penelitian kepustakaan. Data data yang telah didapat kemudian dianalisis secara kualitatif dan dituangkan dalam penulisan tesis ini secara deskriptif analisis. Dan berdasarkan teori serta analisis kasus diperoleh kejelasan bahwa dalam pelaksanaan jaminan gadai, Perum Pegadaian harus melakukannya sesuai Prosedur Pedoman Operasional Kantor Cabang. Apabila ada nasabah yang melakukan wanprestasi maka barang jaminannya tersebut akan dilelang oleh Perum Pegadaian dengan terlebih dahulu melakukan pemberitahuan kepada nasabah tersebut, dan apabila barang jaminan nasabah hilang maka Perum Pegadaian sesuai dengan keputusan direksi Perum Pegadaian nomor 546/UI.1.00211/2005 harus menggantinya sebesar 100% dari harga taksiran.

.....Pawn is a right in which can be made by physical transfer of certain objects as pledge, in order to ensure the settlement of the agreement, is precedence from other crediture. Pledge in the agreement such as mortgage or pawn agreement, as a collateral, meant to give legal certainty to the partis in the agreement, that the money being lent, will be returned or repay according to the agreement. In implementing the agreement, Perum Pegadaian, has to follow some certain procedures. In pawn and its agreement, there are often happen cases that can harm the interest, nor the pledgor or pledge recipients. cases such as, breach, counterfeit, fake or stolen objects that uses as pledge/collateral, etc. Breach of agreement case, happen when the pledgor fail to settle the debt, according to the agreement. In which resulted to the sell or auction of the pledge/collateral, to settle the debt, by Perum Pegadaian. From all this arose some certain questions and problems, which are, how is the actual procedure of implementing the pledge/colateral as an object to settle the debt, if the pledgor breach the agreement or fail to settle the debt. And other way around, how is the responsibility of Perum Pegadaian in case the pledge/collateral in its possession is damaged or lost? In order to obtain the explanations, this thesis focused the research at Perum Pegadaian, Jatinegara branch, which represents the procedures in Perum Pegadaian as a whole. Data gathering methods in this thesis are library research, which

consist of Primary Law resources and secondary Law resources. Data gathered then analysed qualitatively and served in descriptive analysis method in the thesis. Based on theories and analysis, founded that at branch office level, Perum Pegadaian have to follow the operational procedures guidance. If there are breach in agreement, by the pledgor, specifically, the pledgor fail to repay the debt according to the agreement, the pledge then will be subjected to be sold or auctioned by Perum Pegadaian, with early notice to the pledgor. And in which cases the pledge or collateral are damaged or lost, than according to the Keputusan Direksi Perum Pegadaian Nomor.546/UI.1.00211/2005, Perum Pegadaian obliged to make the repayment, as much as 100% from the estimated values of the lost or damaged pledge/collateral.