

Eksistensi surat kuasa memasang jaminan fidusia dalam lembaga jaminan di Indonesia studi kasus di PT Bank UOB Indonesia = The availability of power of attorney to impose fiduciary security in security institution in Indonesia a case study in PT Bank UOB Indonesia

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Abstrak

[ABSTRAK

Tesis ini membahas mengenai eksistensi Surat Kuasa Memasang Jaminan Fidusia (SKMJF) yang diberlakukan di PT. Bank UOB Indonesia (Bank UOB Indonesia). Hasil penelitian dalam penulisan ini yaitu Pengikatan jaminan untuk barangbarang yang dapat diikat dengan jaminan fidusia, dalam prakteknya di Bank UOB Indonesia, tidak selamanya menggunakan Akta Jaminan Fidusia (AJF), akan tetapi kadang-kadang diikat dengan SKMJF yang dibuat dengan akta dibawah tangan. Eksistensi pengikatan jaminan dengan SKMJF diantaranya dilakukan untuk barang jaminan berupa mesin. Hal tersebut disebabkan pembelian mesin dilakukan secara indent. Oleh karena tidak dapat dipastikan bahwa debitur dapat hadir kembali untuk menandatangani AJF dihadapan Notaris pada tanggal tibanya mesin yang dibiayai oleh Bank UOB Indonesia. Berdasarkan SKMJF tersebut pihak bank disamping sebagai pihak pemberi kuasa juga sebagai pihak penerima kuasa dalam AJF. Dengan SKMJF tersebut, jaminan fidusia tidak didaftarkan, sehingga tidak mendapatkan perlindungan hukum bagi Bank UOB Indonesia. Berdasarkan Pasal 20 dan 21 Undang-Undang Fidusia dalam hal debitur pemberi fidusia cidera janji maka bank UOB Indonesia tidak berkedudukan sebagai kreditur preferen yang berhak diutamakan pelunasan piutangnya dari hasil penjualan objek jaminan fidusia dari kreditur lainnya.

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ABSTRACT

The Thesis to study the existence of Power of Attorney to Impose Fiduciary Right which applied at PT Bank UOB Indonesia (Bank UOB Indonesia). Result of research in this article is to impose of security agreement for collateral which able to be imposed by fiduciary right that in the fact at Bank UOB Indonesia, not longer with Deed to Impose Fiduciary Right but some cases to be imposed by the Power of Attorney to Impose Fiduciary Right which made in gentle agreement. The existance of Power of Attorney to Impose Fiduciary Right for machine collateral. Its caused purchase of machine conducted with indent and cannot to be made sure that debtor able re-attend to sign Deed to Impose Fiduciary Right before Notary on date of machine arrives which financed by Bank UOB Indonesia. Based on Power of Attorney to Impose Fiduciary Right whereby Bank besides as principal also as Attorney in Deed of Securiry of Fiduciary Power of

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