

Perlindungan hukum terhadap pihak kreditor bank selaku pemegang hak tanggungan atas agunan sertifikat hak guna bangunan (HGB) yang jatuh tempo (studi kasus pada PT Bank XYZ berkedudukan di Jakarta) = Legal protection against creditor bank as the top holder of collateral mortgage broking certificate (HGB) maturity case study at PT Bank XYZ is located in Jakarta

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Abstrak

[ABSTRAK

Kredit yang diberikan oleh bank mengandung risiko, sehingga dalam pelaksanaannya bank harus memperhatikan asas-asas perkreditan yang sehat. Untuk mengurangi risiko tersebut, jaminan pemberian kredit dalam arti keyakinan atas kemampuan dan kesanggupan Nasabah Debitur untuk melunasi kewajibannya sesuai dengan yang diperjanjikan merupakan faktor penting yang harus diperhatikan oleh bank. Agunan hanyalah sebagai salah satu unsur pemberian kredit, agunan kredit berupa Tanah Hak Milik atau Hak Guna Bangunan (HGB) diminati terutama oleh bank dan dianggap aman. HGB sebagai agunan kredit bank harus dibebani dengan Hak Tanggungan. Adanya ketentuan hapusnya Hak Tanggungan dengan hapusnya hak atas tanah yang dibebaninya, akan menimbulkan persoalan dan keberatan di dalam praktek. Dengan demikian akan menimbulkan ketidakpastian hukum bagi lembaga Hak Tanggungan, karena tanah yang dijaminakan itu suatu waktu dapat berganti statusnya dan dengan demikian menghapuskan hak tanggungannya. Dari data yang ada pada PT. Bank XYZ yang berkedudukan di Jakarta, pada posisi Bulan Mei 2014 terdapat 61 (enam puluh satu) sertifikat HGB yang telah jatuh tempo dan terdapat 184 (seratus delapan puluh empat) sertifikat HGB yang akan jatuh tempo sebelum 2 (dua) tahun ke depannya. Tesis ini hendak mengkaji kekuatan kuasa SKMHT atau APHT untuk perpanjangan HGB jatuh tempo yang masih dibebani Hak Tanggungan, selain itu perlindungan hukum dan upaya kreditor jika debitur wanprestasi sementara HGB yang diagunkan akan atau telah jatuh tempo. Kesimpulan dalam tesis ini SKMHT atau APHT tidak memiliki kekuatan kuasa untuk perpanjangan HGB yang akan atau telah jatuh tempo dan bagi kreditor Bank akan mengakibatkan hilangnya kedudukan yang diutamakan (preferen) karena pelaksanaan permohonan perpanjangan HGB yang masih dibebani Hak Tanggungan tidak selaras dengan ketentuan perundang-undangan.

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ABSTRACT

Loans granted by banks involve risks, so the banks have to pay attention to their implementation principles of a healthy credit. To reduce these risks, credit

guarantees in terms of confidence in the ability and responsibility of debtor to pay off its obligations in accordance with the agreement is an important factor that must be considered by the bank. Collateral is only as one element of the provision of credit, mortgage credit in the form of Land Rights Reserved or Land Brooking (HGB) demand especially by banks and are considered safe. HGB as collateral for bank loans should be burdened with the Mortgage. In the absence of voidance Mortgage with the abolition land rights are burdened by it, will cause problems and objections in practice. Thus it would create legal uncertainty for Mortgage institutions, because the land as collateral was a time can change its status and thus abolishes dependents. From the existing data on the PT. XYZ Bank based in Jakarta, the position as of May 2014 there were 61 (sixty one) HGB certificates that have expired and there are 184 (one hundred eighty-four) HGB certificates that will expire before the two (2) years in the future. This thesis examines the power going to the power SKMHT or APHT for extension of maturity HGB is still burdened Mortgage, in addition to the legal protection and efforts to creditors if the debtor defaults while HGB will collateralized or have expired. The conclusion of this thesis SKMHT APHT not have the power or authority to HGB extension that will or have expired and the creditor bank will result in the loss of the preferred position (preferred) since the implementation of the application for extension of the HGB is still burdened Mortgage is not aligned with the statutory provisions.;

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