

Aspek yuridis financial leasing studi kasus putusan no 154 pdt g 2012
pn jkt pst = Juridical aspect of financial leasing case study decision no
154 pdt g 2012 pn jkt pst

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Abstrak

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Skripsi ini membahas mengenai perbedaan operating leasing dan financial leasing serta kesesuaian aspek yuridis dari financial leasing pada praktiknya dengan teori yang ada berdasarkan Putusan Gugatan Wanprestasi No. 154/PDT.G./2012/PN. JKT. PST. Tujuan penelitian ini adalah untuk memberikan pemahaman mengenai perbedaan antara operating leasing dan financial leasing yang dalam hal ini dalam kasus wanprestasi. Penelitian ini adalah penelitian kualitatif dengan bentuk penelitian hukum yuridis-normatif. Hasil penelitian ini adalah mengenai akibat jika terjadi wanprestasi dalam perjanjian financial leasing. Wanprestasi dianggap terjadi dalam financial leasing ketika lessee selaku konsumen tidak membayar angsuran sesuai yang telah diperjanjikan. Sehingga penarikan terhadap barang tersebut dapat dilakukan oleh lessor tanpa adanya akta fidusia. Namun dalam hal ini lessee tetap harus membayar angsuran hingga selesai walaupun ia sudah tidak dapat menikmati barang tersebut karena untuk dapat menutupi modal lessor dan keuntungan yang didapatkannya.

ABSTRACT

The focus of this bachelor thesis is regarding the differences of operating leasing and financial leasing, and whether the juridical aspect of financial leasing in practice is in accordance with the prevailing theory based on the case study decision No. 154/PDT.G./2012/PN. JKT. PST. on breach of contract. The purpose of this research is to inform the readers regarding the differences between operating leasing and financial leasing which in this regard is about breach of contract. This research is about legal consequences when there is breach of contract in financial leasing. Breach of contract is assumed to occur when lessee as a consumer does not pay installment as has been agreed. Thus, the lessor may retracts the goods, without the existence of fiduciary rights. However, in this case, the lessee still has to pay installment until the installment payment finishes, although lessee will no longer able to enjoy such goods for the purpose to cover up for the lessor capital and profit.

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