

Kedudukan cessionaris akibat dibuatnya perjanjian jual beli piutang dan perjanjian pengalihan piutang kredit sindikasi studi putusan Mahkamah Agung nomor 1116 K/PDT/2015 = Cessionaris legal position after the issuance of sale and purchase loan syndication deed and loan syndication transfer deed study review supreme court decision Number 1116 K/PDT/2015

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Abstrak

ABSTRAK

Tesis ini membahas mengenai kedudukan cessionaris pada suatu kredit sindikasi setelah dibuatnya Perjanjian Jual Beli Piutang Dan Perjanjian Pengalihan Piutang Kredit Sindikasi berdasarkan Putusan Mahkamah Agung Nomor 1116 K/Pdt/2015. Penelitian ini menggunakan metode yuridis normatif bertipe deskriptif analisis dengan pendekatan kualitatif. Hasil penelitian: berdasarkan ketentuan Pasal 613 ayat 1 dan Pasal 613 ayat 2 KUHPerdara, cessie yang dilakukan dari PT Artha Niaga Kencana selaku kreditur pertama kepada Gaston Investments Limited selaku kreditur paling akhir adalah sah. Sahnya keseluruhan cessie tidak mengakibatkan Gaston Investments Limited dibenarkan untuk melakukan penagihan langsung. Gaston Investments Limited mempunyai kedudukan yang sah sebagai pemegang jaminan dari debitur setelah dilakukan pengalihan piutang kredit sindikasi tersebut. Notaris dalam kasus ini juga memiliki peran penting dalam proses pengalihan piutang kredit sindikasi ini karena cessie dibuat dalam bentuk akta notaris. Kata Kunci: Cessie, Kredit Sindikasi, Cessionaris, Jual Beli Piutang

ABSTRACT

This thesis discuss cessionaris legal position after the issuance of Agreement of Sale and Purchase of Receivables and Transfer Agreement of Syndicated Loan of Receivables pursuant to Supreme Court Decision Number 1116 K PDT 2015. This study is a normative juridical research by using a descriptive analysis type of research with qualitative research approach. The result of this study Pursuant to the provisions of Article 613 paragraph 1 of the Civil Code, the whole cessie from PT Bank Artha Niaga Kencana as the original creditor to Gaston Investments Limited as the last creditor is rightful. Gaston Investments Limited not allowed to conduct immediate and total collection from the debtor but Gaston Investments Limited has a legal position as the holder of the fixed collateral after the Sale And Purchase Loan Syndication Deed And Loan Syndication Transfer Deed to be signed. Notary in this case has an important role in the process of transferring rights and obligations under syndicated loan because the cessie made under notary deed. Keywords Cessie, Syndicated Loan, Cessionaris, Sale and Purchase Loan Facility