

ABSTRAK

ANALISIS PUTUSAN ATAS PENGAMBILAN PAKSA BARANG MODAL DALAM LEMBAGA PEMBIAYAAN SEWA GUNA USAHA (*LEASING*) (Studi Putusan Mahkamah Agung Nomor: 1510 K/Pdt/2019)

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Syarat eksekusi barang modal sebagai objek jaminan fidusia diatur pada Undang-undang No. 42 Tahun 1999 Tentang Jaminan Fidusia. Berdasarkan UU Jaminan Fidusia tersebut diatur bahwa ketika perusahaan pembiayaan melakukan penarikan paksa objek jaminan harus menyertakan sertifikat jaminan fidusia. Namun, beberapa lembaga pembiayaan tidak melakukan dengan prosedur yang benar sehingga terjadi konflik antara *lessor* dan *lessee*. Adanya pengambilan paksa barang modal dalam kasus antara *lessee* PT Angkutan Lancar dan Irwan Nardy (para penggugat) dan *lessor* PT. Buana Finance TBK (tergugat). Kasus ini bermula ketika terjadi wanprestasi oleh *lessee* yang kemudian berujung kepada pengambilan paksa barang modal oleh *lessor*. *Lessee* menganggap bahwa *lessor* menyalahi aturan, sehingga *lessee* mengajukan gugatan bahwa *lessor* melakukan perbuatan melawan hukum.

Jenis penelitian ini adalah penelitian hukum normatif dengan menggunakan tipe deskriptif dan jenis data sekunder. Pendekatan masalah yang digunakan adalah pendekatan kasus dikolaborasi dengan peraturan perundang-undangan dengan sumber data kepustakaan. Analisis data dilakukan terhadap data sekunder secara kualitatif yang dilakukan secara komperhensif dan mendalam.

Pengadilan Negeri memutuskan untuk menolak gugatan para penggugat serta mengabulkan sebagian gugatan balik dari tergugat. Pengadilan Tinggi menganggap bahwa putusan tersebut *Error in Persona* (dialamatkan/ditujukan kepada orang yang salah) dan kabur (*obscuur libel*) sehingga memutuskan untuk membatalkan gugatan tersebut. Mahkamah Agung menolak gugatan para penggugat karena menganggap bahwa putusan Pengadilan Tinggi sudah tepat dalam memberikan putusan. Seharusnya Putusan Pengadilan Negeri mempertimbangkan aturan mengenai penarikan objek jaminan tanpa sertifikat jaminan fidusia harus melalui putusan pengadilan terlebih dahulu.

**Kata Kunci: Pengambilan Paksa Barang Modal, Putusan Mahkamah Agung,
Sewa Guna Usaha.**

ABSTRACT

ANALYSIS OF DECISIONS ON THE FORCED TAKEOVER OF CAPITAL GOODS IN LEASING FINANCE INSTITUTIONS (Study of Supreme Court Decision Number: 1510 K/Pdt/2019)

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Conditions for the execution of capital goods as objects of fiduciary guarantee are regulated in Law no. 42 of 1999 concerning Fiduciary Guarantees. Based on the Fiduciary Guarantee Law, it is regulated that when a finance company makes a forced withdrawal of the collateral object, it must include a fiduciary guarantee certificate. However, some financing institutions do not carry out the correct procedures, resulting in conflicts between lessors and lessees. There was forced taking of capital goods in the case between the lessees PT Angkutan Lancar and Irwan Nardy (the plaintiffs) and the lessor PT. Buana Finance TBK (defendant). This case began when there was a default by the lessee which then led to the forced taking of capital goods by the lessor. The lessee considers that the lessor violated the rules, so the lessee files a lawsuit claiming that the lessor has committed an unlawful act.

This type of research is normative legal research using descriptive types and secondary data types. The problem approach used is a case approach in collaboration with statutory regulations and library data sources. Data analysis was carried out on secondary data qualitatively which was carried out comprehensively and in depth.

The District Court decided to reject the plaintiff's lawsuit and granted some of the defendant's counterclaims. The High Court considered that the decision was Error in Persona (addressed/addressed to the wrong person) and vague (obscure libel) so decided to dismiss the lawsuit. The Supreme Court rejected the plaintiffs' lawsuit because it considered that the High Court's decision was correct in giving its decision. The District Court's decision should consider the rules regarding the withdrawal of objects of collateral without a fiduciary guarantee certificate, which must go through a court decision first.

Keywords: Forced Expropriation of Capital Goods, Supreme Court Decision, Leasing.