

Analisis terhadap klausula saham yang akan ada dikemudian hari sebagai benda jaminan dalam akta gadai saham = Analysis on the clause of pledge of shares that would exist in the future as collateral in pledge of shares agreement

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Abstrak

[Penelitian ini bertujuan untuk mengetahui mengenai kekuatan hukum klausula mengenai gadai saham yang akan ada dikemudian hari dalam suatu akta gadai saham, dan bagaimana implikasi menjadikan saham yang akan ada dikemudian hari tersebut sebagai agunan atas suatu perjanjian pokok. Penelitian ini merupakan penelitian hukum yuridis normatif dengan menggunakan data sekunder, diantaranya peraturan perundang-undangan dan buku. Dari hasil penelitian diperoleh kesimpulan bahwa saham yang akan ada dikemudian hari belum dapat dijadikan benda jaminan, namun saham tersebut baru dapat dijadikan sebagai benda gadai setelah saham tersebut lahir dan ada. Hal ini dikarenakan pengaturan gadai dalam Kitab Undang-Undang Hukum Perdata mensyaratkan suatu penyerahan atau inbezitstelling dari pemberi gadai kepada penerima gadai sebagai syarat agar sahnya suatu gadai yang mana baru dapat dilakukan apabila benda jaminan tersebut telah lahir dan ada.;This research aims to find out the legal force of a clause in a Pledge of Shares Agreement that portend to pledge a shares that would exist in the future as a collateral, and to find out the enforcement of it. The methode of this research is normative juridical law by using secondary data, such as legislation, and books. From this research, it is concluded, that shares that have not existed is unable and not eligible to be an object of pledge, but it will be eligible to be a collateral as an object of pledge when the shares are born and exist. It is as regulated on Indonesian Civil Code that assign inbezitstelling as mandatory provision to pledge an object. Inbezitstelling or handover will be able to held when the object of inbezitstelling is born and exist.;This research aims to find out the legal force of a clause in a Pledge of Shares Agreement that portend to pledge a shares that would exist in the future as a collateral, and to find out the enforcement of it. The methode of this research is normative juridical law by using secondary data, such as legislation, and books. From this research, it is concluded, that shares that have not existed is unable and not eligible to be an object of pledge, but it will be eligible to be a collateral as an object of pledge when the shares are born and exist. It is as regulated on Indonesian Civil Code that assign inbezitstelling as mandatory provision to pledge an object. Inbezitstelling or handover will be able to held when the object of inbezitstelling is born and exist., This research aims to find out the legal force of a clause in a Pledge of Shares Agreement that portend to pledge a shares that would exist in the future as a collateral, and to find out the enforcement of it. The methode of this research is normative juridical law by using secondary data, such as legislation, and books. From this research, it is concluded, that shares that have not existed is unable and not eligible to be an object of pledge, but it will be eligible to be a collateral as an object of pledge when the shares are born and exist. It is as regulated on Indonesian Civil Code that assign inbezitstelling as mandatory provision to pledge

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