

Analisis perjanjian kerjasama penanggungan utang sebagai dasar dari penjaminan pemberian kredit yang akan diberikan oleh Bank Rakyat Indonesia, tbk, berdasarkan KUHperdata dan peraturan perundangan lainnya = Analysis of the cooperation agreement about debt guarantee agreement as the basis of guaranteed debt lending that provided by the Bank Rakyat Indonesia, tbk based on Indonesian civil code KUHperdata and applicable legal regulations

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Abstrak

[Perjanjian kerjasama tentang penanggungan utang ini merupakan dasar dari penjaminan pemberian kredit yang diberikan oleh Bank Rakyat Indonesia dan juga menjadi dasar bagi Perum Jaminan Kredit Indonesia agar dapat bertindak sebagai penanggung dalam penjaminan kredit yang diberikan oleh Bank rakyat Indonesia. Analisis ini akan dilakukan dengan menggunakan ketentuan penanggungan utang dalam Kitab Undang-Undang Hukum Perdata, dimana akan dilihat mengenai keberlakuan dari ketentuan penanggungan utang dalam perjanjian kerjasama penanggungan utang antara Bank Rakyat Indonesia dengan Perum Jaminan Kredit

Indonesia. Dalam Buku III KUHPerdata memiliki asas kebebasan berkontrak, dimana dengan adanya asas ini maka para pihak bebas menentukan isi dari perjanjian yang ingin dibuatnya selama tidak bertentangan dengan hukum, kepatutan dan norma yang berlaku. Namun, tidak banyak yang mengetahui keberadaan perjanjian kerjasama penjaminan kredit sehingga tidak diketahui mengenai isi dari perjanjian tersebut telah sesuai atau tidak bertentangan dengan ketentuan dalam KUHPerdata dan Peraturan lain yang berlaku. Adapun terdapat perbedaan mendasar antara perjanjian kerjasama penanggungan utang dengan ketentuan dalam KUHPerdata yaitu pada pihak yang menjadi penanggung hanya boleh Perusahaan Penjaminan yang telah membuat MoU dengan Kementerian Keuangan seperti Perum Jaminan Kredit Indonesia. Dengan demikian analisis ini diperlukan agar dapat menjadi acuan hukum bagi usaha-usaha yang hendak melakukan peminjaman kredit melalui penjaminan pemberian kredit, sehingga mereka mengetahui ketentuan yang berlaku.

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Indonesia in order to act as a guarantor in a debt guarantee given by Bank Rakyat Indonesia. This analysis will be done using debt guarantee provisions in the

Indonesian Code of Civil Law, which will be seen on the enforceability of the debt guarantee provisions in the Indonesian Code of Civil Law in the agreement about the

guarantee of debt between Bank Rakyat Indonesia with Perum Jaminan Kredit Indonesia. In Book III of the Civil Code, which has the principle of freedom of contract, where the presence of this principle made the parties are free to determine the contents of the agreements as long as its content did not violate the law, propriety

and norms. However, not many are aware of the existence of credit guarantee cooperation agreement, which is the basis of guaranteed debt lending, is not known about the contents of the agreement and of course so

many people does not know if the content of its agreement match with the provisions of the Civil Code and other applicable regulation. As there is a fundamental difference between debt guarantee agreement and debt guarantee provisions in the Indonesian Civil Code, which is the parties that allowed to be the guarantor are the Company that has made a MoU agreement with the Ministry of Finance such as Perum Jaminan Kredit Indonesia. Thus this analysis is required in order to become the legal reference for businesses that want to borrow credit through the provision of credit guarantees, so that they know the provisions in force.;

A cooperation agreement of debt guarantee is the basis of the guarantee credit granted by Bank Rakyat Indonesia and also the basis for Perum Jaminan kredit Indonesia in order to act as a guarantor in a debt guarantee given by Bank Rakyat Indonesia. This analysis will be done using debt guarantee provisions in the Indonesian Code of Civil Law, which will be seen on the enforceability of the debt guarantee provisions in the Indonesian Code of Civil Law in the agreement about the guarantee of debt between Bank Rakyat Indonesia with Perum Jaminan Kredit Indonesia. In Book III of the Civil Code, which has the principle of freedom of contract, where the presence of this principle made the parties are free to determine the contents of the agreements as long as its content did not violate the law, propriety and norms. However, not many are aware of the existence of credit guarantee cooperation agreement, which is the basis of guaranteed debt lending, is not known about the contents of the agreement and of course so many people does not know if the content of its agreement match with the provisions of the Civil Code and other applicable regulation. As there is a fundamental difference between debt guarantee agreement and debt guarantee provisions in the Indonesian Civil Code, which is the parties that allowed to be the guarantor are the Company that has made a MoU agreement with the Ministry of Finance such as Perum Jaminan Kredit Indonesia. Thus this analysis is required in order to become the legal reference for businesses that want to borrow credit through the provision of credit guarantees, so that they know the provisions in force., A cooperation agreement of debt guarantee is the basis of the guarantee credit granted by Bank Rakyat Indonesia and also the basis for Perum Jaminan kredit Indonesia in order to act as a guarantor in a debt guarantee given by Bank Rakyat Indonesia. This analysis will be done using debt guarantee provisions in the Indonesian Code of Civil Law, which will be seen on the enforceability of the debt guarantee provisions in the Indonesian Code of Civil Law in the agreement about the guarantee of debt between Bank Rakyat Indonesia with Perum Jaminan Kredit Indonesia. In Book III of the Civil Code, which has the principle of freedom of contract, where the presence of this principle made the parties are free to determine the contents of the agreements as long as its content did not violate the law, propriety and norms. However, not many are aware of the existence of credit guarantee cooperation agreement, which is the basis of guaranteed debt lending, is not known about the contents of the agreement and of course so many people does not know if the content of its agreement match with the provisions of the Civil Code and other applicable regulation. As there is a fundamental difference between debt guarantee agreement and debt guarantee provisions in the Indonesian Civil Code, which is the parties that allowed to be the guarantor are the Company that has made a MoU agreement with the Ministry of Finance such as Perum Jaminan Kredit Indonesia. Thus this analysis is required in order to become the legal reference for businesses that want to borrow credit through the provision of credit guarantees, so that they

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