

# Perlindungan Hukum Bagi Nasabah Dalam Eksekusi Jaminan Fidusia Terhadap Kendaraan Bermotor Di Perusahaan Leasing Berdasarkan Putusan Mahkamah Konstitusi Nomor 18/PUU-XVII/2019 = Legal Protection for Customers in Executing Fiduciary Guarantees for Motorized Vehicles in Leasing Companies Based on Constitutional Court Decision Number 18/PUU-XVII/2019

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## Abstrak

Banyaknya kasus pengambilan paksa kendaraan bermotor milik debitur yang menjadi objek fidusia oleh kreditor berdasarkan ketentuan Pasal 15 ayat (2) dan (3) Undang-Undang Nomor 42 Tahun 1999 tentang Fidusia dan perbuatan dari kreditor tersebut bertentangan dengan konstitusi sehingga ketentuan tersebut membuat pihak debitur merasa dirugikan. Seharusnya Debitur mengajukan permohonan eksekusi terhadap objek jaminan fidusia terlebih dahulu kepada pengadilan negeri. Metode Penelitian dalam Penulisan ini berbentuk doktriner, yaitu suatu Penelitian yang bekerja untuk menemukan jawaban-jawaban yang benar dengan pembuktian kebenaran yang dicari. Isi Putusan Pengadilan Negeri Jakarta Timur Nomor 10/Pdt.G.S./2021/PN.Jkt.Tim telah merugikan Debitur. Kreditor merampas 1 (satu) unit kendaraan bermotor roda empat milik Debitur. Penarikan kendaraan tersebut telah melanggar ketentuan penarikan kendaraan yang dibeli secara kredit yang termuat dalam Peraturan Menteri Keuangan Nomor 130/PMK.010/2012 tentang Pendaftaran Jaminan Fidusia Bagi Perusahaan Pembiayaan yang Melakukan Pembiayaan Konsumen untuk Kendaraan Bermotor dengan Pembebanan Jaminan Fidusia.

.....There are many cases of forced taking of motor vehicles belonging to debtors which are fiduciary objects by creditors based on the provisions of Article 15 paragraphs (2) and (3) of Law Number 42 of 1999 concerning Fiduciary and the creditors' actions are contrary to the constitution so that these provisions make the debtor feel disadvantaged. The debtor should submit a request for execution of the object of the fiduciary guarantee first to the district court. This research method in writing is in the form of doctrinaire, namely research that works to find the correct answers by proving the truth sought. The contents of the East Jakarta District Court Decision Number 10/Pdt.G.S./2021/PN.Jkt.Tim have harmed the Debtor. The Creditor confiscated 1 (one) four-wheeled motorized vehicle belonging to the Debtor. The withdrawal of the vehicle violates the provisions for withdrawing vehicles purchased on credit as contained in Minister of Finance Regulation Number 130/PMK.010/2012 concerning Registration of Fiduciary Guarantees for Finance Companies that Provide Consumer Financing for Motorized Vehicles with Fiduciary Guarantees.