

Pengalihan Hak Atas Tagih Piutang Secara Sepihak yang Menyebabkan Perbuatan Melawan Hukum Berdasarkan Akta Perjanjian Kredit (Studi Putusan Nomor 50/Pdt.G/2020/Pn.Bks) = Unilateral Transfer of Receivables Resulting in an Unlawful Act Based on a Credit Agreement Deed (A Study of Decision No. 50/PDT.G/2020/PN.BKS)

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Abstrak

Penelitian ini membahas Perbuatan Melawan Hukum terkait pengalihan Hak Atas Tagihan Piutang secara sepihak berdasarkan akta perjanjian kredit antara kreditur dan debitur. Untuk mendalami topik ini, penelitian ini merujuk pada Putusan Nomor 50/PDT.G/2020/PN.Bks. Fokus utama penelitian ini adalah akibat hukum dari pengalihan hak atas tagihan piutang yang berhubungan dengan Akta Perjanjian Kredit. Selain itu, penelitian ini juga menganalisis Perbuatan Melawan Hukum dalam konteks pengalihan hak atas tagihan (cessie) secara sepihak berdasarkan Akta tersebut. Teori yang dibahas mencakup Kredit, Hukum Perjanjian, Pengalihan Piutang (Cessie), Wanprestasi, dan Perbuatan Melawan Hukum. Penulis juga mengkaji dasar hukum yang relevan untuk Akta Perjanjian Kredit serta pengalihan hak atas tagihan. Aspek-aspek dalam Akta Perjanjian Kredit dan Akta Pengalihan Hak Atas Tagihan dianalisis, termasuk klausula-klausula yang mungkin merugikan pihak-pihak terkait serta kesesuaian prosedur pengalihan hak sesuai perjanjian. Penelitian ini juga meneliti akta yang telah diperjanjikan berdasarkan putusan dan dampaknya sesuai peraturan perundang-undangan yang berlaku. Metode penelitian yang digunakan adalah metode doktrinal.The research examines unlawful acts pertaining to the unilateral assignment of receivable rights under the Credit Agreement Deed between the creditor and the debtor. This study references Decision No. 50/PDT.G/2020/PN.Bks to investigate the topic. The primary focus is on the legal implications of the transfer of receivable rights in relation to the Credit Agreement Deed. Furthermore, the research analyzes unlawful acts in the context of the unilateral assignment of rights (cessie) as established by the aforementioned Deed. The theories addressed include Credit, Contract Law, Assignment of Receivables (Cessie), Default, and Unlawful Acts. The author also explores the legal foundations relevant to the Credit Agreement Deed and the assignment of receivable rights. Specific aspects within both the Credit Agreement Deed and the Deed of Assignment of Receivable Rights are scrutinized, including clauses that may disadvantage the involved parties and the compliance of transfer procedures with the stipulated agreement. Additionally, the study investigates the deed that has been executed in accordance with the ruling and its legal ramifications under applicable laws and regulations. The research methodology employed is doctrinal, characterized as normative legal research.