

Prinsip kehati-hatian perbankan v ketentuan pembebasan tanggung jawab bank dalam transaksi letter of credit studi kasus sengketa antara cv Holi Setia Raya v pt Bank Permata tbk = Prudential banking principle v disclaimers in letter of credit transaction study case on dispute between cv Holi Setia Raya v pt Bank Permata tbk

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Abstrak

[ABSTRAK

Menurut hukum perbankan Indonesia, bank mempunyai kewajiban untuk menerapkan prinsip kehati-hatian dalam menjalankan setiap kegiatan usahanya, termasuk dalam melaksanakan kewajibannya untuk memeriksa kesesuaian dokumen dengan syarat dan ketentuan Letter of Credit (L/C) sebelum melakukan pembayaran. Namun dalam Uniform Customs and Practice for Documentary Credit (UCP), terdapat ketentuan yang memuat mengenai hal-hal yang dibebaskan dari tanggung jawab bank dalam transaksi L/C. Skripsi ini akan memfokuskan penelitian pada kewajiban bank untuk menerapkan prinsip kehati-hatian perbankan dalam menjalankan kegiatan usahanya menurut hukum perbankan Indonesia, dihadapkan dengan adanya ketentuan pembebasan tanggung jawab bank dalam transaksi L/C yang diatur dalam UCP. Dengan menggunakan metode penelitian yuridis normatif, penelitian ini menunjukkan bahwa walaupun menurut hukum perbankan Indonesia bank wajib untuk menerapkan prinsip kehati-hatian perbankan dalam menjalankan kegiatan usahanya, namun terdapat beberapa ketentuan dalam UCP yang memuat mengenai hal-hal yang dapat membebaskan bank dari tanggung jawab hukum dalam melaksanakan kewajibannya untuk memeriksa dokumen dalam transaksi L/C. Dimana bank dibebaskan dari tanggung jawab atas hal-hal terkait efektifitas dokumen, yaitu, ketepatan, keaslian, kepalsuan atau akibat hukum dari setiap dokumen serta kesalahan penerjemahan.

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ABSTRACT

According to Indonesia's banking rules, bank has the obligation to imply prudential banking principle in doing its business, including in doing its obligation to examine whether the presented documents are complied with the terms and condition of Letter of Credit (L/C), before honoring the presentation. However in Uniform Customs and Practice for Documentary Credit (UCP), there are disclaimer clauses that regulates about the things that have been exempted from bank's responsibility in L/C transaction. This thesis will mainly focus on bank's

obligation to imply prudential banking principle in doing its business according to Indonesia's banking rules, when it is faced with the existence of disclaimer clauses in L/C transaction which regulated in UCP. By using legal normative method, this study concluded that even though according to Indonesia's banking rules bank has every obligation to imply prudential banking principle in doing its business, there are some things that have been exempted from bank's responsibility according to UCP, that can release bank from legal responsibility regarding its obligation to examine the presentation of documents in L/C transaction. Where bank assumes no liability of effectiveness of the documents, including form, accuracy, genuineness, falsification or legal effect of any document, and mislead of translation., According to Indonesia's banking

rules, bank has the obligation to imply prudential banking principle in doing its business, including in doing its obligation to examine whether the presented documents are complied with the terms and condition of Letter of Credit (L/C), before honoring the presentation. However in Uniform Customs and Practice for Documentary Credit (UCP), there are disclaimer clauses that regulates about the things that have been exempted from bank's responsibility in L/C transaction. This thesis will mainly focus on bank's obligation to imply prudential banking principle in doing its business according to Indonesia's banking rules, when it is faced with the existence of disclaimer clauses in L/C transaction which regulated in UCP. By using legal normative method, this study concluded that even though according to Indonesia's banking rules bank has every obligation to imply prudential banking principle in doing its business, there are some things that have been exempted from bank's responsibility according to UCP, that can release bank from legal responsibility regarding its obligation to examine the presentation of documents in L/C transaction. Where bank assumes no liability of effectiveness of the documents, including form, accuracy, genuineness, falsification or legal effect of any document, and mislead of translation.]