ABSTRAK

Penelitian ini bertujuan untuk menganalisis pengaturan hukum, bentuk pertanggungjawaban Hukum debitur, serta pertimbangan hakim dalam menjatuhkan putusan terhadap debitur yang mengalihkan objek jaminan fidusia tanpa persetujuan kreditur berdasarkan Undang-Undang Nomor 42 Tahun 1999 tentang Jaminan Fidusia. Permasalahan ini sering terjadi dalam praktik pembiayaan, khususnya terhadap kendaraan bermotor yang masih berada dalam masa kredit, sehingga menimbulkan kerugian bagi pihak kreditur dan mengganggu kepastian hukum dalam sistem pembiayaan nasional. Metode penelitian yang digunakan adalah penelitian hukum normatif dengan pendekatan perundang-undangan, pendekatan konseptual, dan pendekatan kasus. Sumber bahan hukum terdiri atas bahan hukum primer, sekunder, dan tersier yang dianalisis secara kualitatif. Hasil penelitian menunjukkan bahwa larangan pengalihan objek jaminan fidusia diatur dalam Pasal 23 ayat (2) Undang-Undang Nomor 42 Tahun 1999, sedangkan sanksi Hukumnya diatur dalam Pasal 36. Debitur yang secara sengaja menjual, menggadaikan, atau memindahtangankan objek jaminan tanpa persetujuan tertulis kreditur dapat dimintai pertanggungjawaban Hukum berupa Hukum penjara dan denda. Pertimbangan hakim dalam menjatuhkan putusan didasarkan pada terpenuhinya unsur tindak Hukum, adanya kesalahan pelaku, kerugian kreditur, serta tujuan pemidanaan. Penegakan hukum terhadap tindak Hukum fidusia diperlukan untuk memberikan perlindungan hukum kepada kreditur dan menjaga kepercayaan dalam praktik pembiayaan di Indonesia.

Kata Kunci: Pertanggungjawaban Hukum, Debitur, Jaminan Fidusia, Kreditur,

ABSTRACT

This study aims to analyze the legal regulation, the form of criminal liability of debtors, and the judges' considerations in rendering decisions against debtors who transfer fiduciary collateral objects without the creditor's consent under Law Number 42 of 1999 concerning Fiduciary Security. This issue frequently occurs in financing practices, particularly involving motor vehicles that are still under credit installments, thereby causing losses to creditors and disrupting legal certainty in the national financing system. The research method used is normative legal research with statutory, conceptual, and case approaches. The legal materials consist of primary, secondary, and tertiary legal sources analyzed qualitatively. The results of the study indicate that the prohibition against transferring fiduciary collateral objects is regulated under Article 23 paragraph (2) of Law Number 42 of 1999, while the criminal sanctions are regulated under Article 36. Debtors who intentionally sell, pawn, or transfer fiduciary collateral objects without prior written consent from the creditor may be held criminally liable in the form of imprisonment and fines. Judges' considerations in rendering decisions are based on the fulfillment of criminal offense elements, the existence of the offender's fault, the creditor's losses, and the objectives of punishment. Law enforcement against fiduciary crimes is necessary to provide legal protection for creditors and to maintain trust in financing practices in Indonesia.

Keywords: Criminal Liability, Debtor, Fiduciary Security, Creditor