Abstract

Background:
Banks as financial institutions that serve as distributors and collect funds from and for the community, one of which is by providing funding in the form of credit facilities, based on Article 8 paragraph (1) and paragraph (2) of Law Number 10 of 1998 concerning Banking. In order to avoid the risks of granting credit, such as defaults, bad loans and indications from outside parties such as asset disputes originating from courts or state confiscations which are indicated as the result of criminal acts of corruption, banks always work in a careful manner to avoid disputes and safeguard their rights as creditors in the form of credit agreements and installation of mortgage rights as stated in Article 4 of the Mortgage Law. The execution of the Mortgage object pays attention to and prioritizes the rights of the creditor or the bank as the preferred creditor.
Research Methods:
The method used in this writing is normative legal research or research that examines document studies using various secondary data such as laws and regulations, court decisions, legal theory and can be in the form of scholarly opinions.
Findings:
Article 1 of Law No. 4 of 1996 concerning Mortgage clearly states that the mortgage is a unit of land which is used as collateral for repayment of debts from the debtor as the recipient of the debt. The ownership of the mortgage object remains the property of the Bank and is kept by the Bank until the settlement of the debtor's debt to the Creditor (Bank) is fulfilled first.
Conclusion:
Legal protection for creditors for mortgage objects is subject to Article 14 paragraph (2) and paragraph (3) of the Mortgage Law, which states that creditors are the legal rights holders for collateral objects. The principle of prudence is mandatory in the process of granting such credit based on Article 8 of Law Number 10 of 1998 concerning Banking. The form of legal protection in question is in the form of the process of returning the object of land rights to creditors who have rights prior to repayment of debts to other creditors. If there is a default such as bad credit, the form of legal protection for creditors can be in the form of repressive legal remedies.

Keywords: ***Protection of Creditors' Rights on Mortgage Objects***

Abstrak

Latar Belakang:
Bank sebagai Lembaga keuangan yang bertugas sebagai penyalur dan menghimpun dana dari dan untuk masyarakat salah satunya dengan memberikan pendanaan dalam bentuk fasilitas kredit, berdasarkan Pasal 8 ayat (1) dan ayat (2) Undang – Undang Nomor 10 Tahun 1998 tentang Perbankan. Untuk menghindari resiko atas pemberian kredit, seperti wanprestasi, kredit macet dan indikasi dari pihak luar seperti sengketa asset yang berasal dari pengadilan ataupun sita negara yang terindikasi dari hasil tindak pidana korupsi, bank selalu bekerja dalam irah kehati – hatian agar menghindari sengketa serta menjaga hak nya selaku kreditur dalam bentuk perjanjian kredit dan pemasangan Hak Tanggungan sebagaimana disebutkan didalam Pasal 4 Undang – Undang Hak Tanggungan. Eksekusi terhadap objek Hak Tanggungan memperhatikan dan mengutamakan hak kreditur atau bank selaku kreditur *preferent.*
Metode Penelitian:
Metode yang digunakan dalam penulisan ini adalah ini adalah penelitian hukum normatif atau penelitian yang mengkaji studi dokumen menggunakan berbagai data sekunder seperti Peratuan Perundang – undangan, keputusan pengadilan, teori hukum serta dapat berupa pendapat sarjana.
Hasil Penelitian:
Pada Pasal 1 Undang – Undang Nomor 4 tahun 1996 tentang Hak Tanggungan jelas menyebutkan bahwa hak tanggungan merupakan satu kesatuan atas tanah yang dijadikan jaminan untuk pelunasan atas hutang debitur selaku penerima hutang. Kepemilikan objek hak tanggungan tersebut tetap menjadi milik Bank dan disimpan oleh Bank sampai pelunasan hutang debitur terhadap Kreditur (Bank) dipenuhi terlebih dahulu.
Kesimpulan:
Perlindungan hukum bagi kreditur atas objek Hak Tanggungan didasari pasal 14 ayat (2) dan ayat (3) Undang – Undang Hak Tanggungan bahwa kreditur adalah pemegang hak yang sah atas objek jaminan kredit. Prinsip kehati - hatian merupakan hal yang wajib dalam proses pemberian kredit demikian berdasarkan Pasal 8 Undang – Undang Nomor 10 tahun 1998 tentang Perbankan. Bentuk perlindungan hukum yang dimaksud berupa proses pengembalian kembali objek hak tanah tersebut kepada kreditur yang mempunyai hak didahului pelunasan utangnya terhadap kreditur-kreditur lain. Apabila adanya wanprestasi seperti kredit macet maka bentuk perlindungan hukum terhadap kreditur dapat berupa upaya hukum represif.

Kata Kunci: Perlindungan Hak Kreditur Pada Objek Hak Tanggungan