

ABSTRAK

Judul: Deskripsi Tentang Penyelesaian Sengketa Wanprestasi Perjanjian Hutang Piutang Dengan Surat Jaminan Sertifikat Hak Milik Dan Sertifikat Hak Guna Bangunan Atas Tanah. Permasalahan dalam penelitian ini adalah: 1. Mengapa Hakim Pengadilan Negeri menyatakan gugatan Wanprestasi Penggugat dikabulkan sebagian? 2. Mengapa Hakim Pengadilan Tinggi dan Hakim Mahkamah Agung menyatakan gugatan Wanprestasi Penggugat tidak dapat diterima?. Tujuan penelitian ini adalah: 1. Untuk mengetahui alasan Hakim Pengadilan Negeri yang menyatakan gugatan Wanprestasi Penggugat dikabulkan sebagian. 2. Untuk mengetahui alasan Hakim Pengadilan Tinggi dan Hakim Mahkamah Agung menyatakan gugatan wanprestasi Penggugat tidak dapat diterima

Variabel bebas yaitu variabel yang mempengaruhi variabel terikat, sedangkan variabel terikat yaitu variabel yang dipengaruhi oleh variabel bebas. Berdasarkan hasil penelitian dan pembahasan yang telah dikemukakan maka penulis menyimpulkan sebagai berikut: 1. alasan Hakim Pengadilan Negeri yang menyatakan gugatan Penggugat dalam wanprestasi perjanjian hutang piutang dengan surat jaminan sertifikat hak milik dan sertifikat hak guna bangunan dikabulkan sebagian karena : a. Perbuatan Tergugat tersebut dapat dikategorikan telah melakukan perbuatan ingkar janji/wanprestasi. b. Kwitansi peminjaman dana dari Penggugat kepada Tergugat adalah Sah dan Berharga serta mempunyai kekuatan hukum. 2. Alasan Hakim Pengadilan Tinggi dan Hakim Mahkamah Agung menyatakan gugatan Wanprestasi Penggugat tidak dapat diterima karena: Gugatan penggugat kurang pihak dan tidak memenuhi syarat formil. Adapun saran: Majelis Hakim tingkat pertama harus senantiasa mempertimbangkan isi suatu gugatan secara cermat baik aspek materiil maupun formil. Pada perkara ini, perbedaan pendapat antara Pengadilan Negeri dan Pengadilan Tinggi, Mahkamah Agung menunjukkan pentingnya konsistensi dalam menilai kelengkapan pihak dan syarat formil, agar tidak terjadi ketidakpastian hukum. Penggugat haruslah memperhatikan kelengkapan pihak yang digugat serta syarat formil dalam penyusunan gugatan sejak awal. Hal ini penting untuk menghindari penolakan gugatan hanya karena alasan administrasi, meskipun substansi perkara sudah memenuhi unsur wanprestasi secara hukum.

Kata Kunci : Wanprestasi Perjanjian Dengan Surat Jaminan Sertifikat Hak Milik Dan Sertifikat Hak Guna Bangunan Atas Tanah.

ABSTRACT

Title: Description of Dispute Resolution for Breach of Contract in Loan Agreements With Collateral in the Form of Land Ownership Certificates and Building Use Rights Certificates. The issues examined in this research are: 1. Why did the District Court Judge partially grant the Plaintiff's breach of contract lawsuit?, 2. Why did the High Court Judge and the Supreme Court Judge declare the Plaintiff's breach of contract lawsuit inadmissible?. The objectives of this research are: 1.To identify the reasons behind the District Court Judge's decision to partially grant the Plaintiff's breach of contract (wanprestasi) claim. 2.To identify the reasons why the High Court and Supreme Court Judges declared the Plaintiff's breach of contract claim inadmissible.

The independent variable is the variable that influences the dependent variable, while the dependent variable is the one influenced by the independent variable. Based on the results and discussion presented, the author concludes the following: 1. The reason the District Court Judge partially granted the Plaintiff's lawsuit in the breach of contract case involving a loan agreement with collateral in the form of land ownership certificates and building use rights certificates is because: a. The Defendant's actions can be categorized as a breach of contract. b. The loan receipt issued by the Plaintiff to the Defendant is valid, valuable, and holds legal force. The reason the High Court and Supreme Court Judges declared the Plaintiff's breach of contract lawsuit inadmissible is due to the lack of parties and the failure to meet formal legal requirements. Suggestions: First-level court judges must always carefully consider the content of a lawsuit, both in terms of material and formal aspects. In this case, the differing opinions between the District Court and the High Court/Supreme Court highlight the importance of consistency in assessing the completeness of parties and formal requirements to prevent legal uncertainty. Plaintiffs should ensure that all necessary parties are included in the lawsuit and that all formal requirements are met from the beginning. This is important to avoid the rejection of a lawsuit purely on administrative grounds, even if the substance of the case meets the legal criteria for breach of contract.

Keywords: Breach of Contract in Loan Agreements With Collateral in the Form of Land Ownership Certificates and Building Use Rights Certificates.

