

ABSTRAK

Deskripsi Tentang Sengketa Wanprestasi Dalam Perjanjian Hutang Piutang Dengan Jaminan Kebendaan

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Permasalahan yang diangkat dalam penelitian ini adalah : Mengapa Hakim Pengadilan Negeri Dan Pengadilan Tinggi Mengabulkan Sebagian Gugatan Penggugat? dan Mengapa Hakim Kasasi Menolak Gugatan Penggugat? serta Mengapa Hakim Peninjauan Kembali Membatalkan Putusan Hakim Kasasi Dan Mengabulkan Sebagian gugatan Penggugat?

Tujuan penelitian Adalah Untuk Mengetahui Alasan Hakim Pengadilan Negeri Dan Pengadilan Tinggi Mengabulkan Sebagian Gugatan Penggugat dan Untuk Mengetahui Alasan Hakim Hakim Kasasi Menolak Gugatan Penggugat serta Untuk Mengetahui Alasan Hakim Peninjauan Kembali Membatalkan Putusan Hakim Kasasi Dan Mengabulkan Sebagian gugatan Penggugat. Penelitian ini bersifat deskriptif dan menggunakan Jenis penelitian normatif.

Penelitian ini menggunakan dua variabel, yaitu : Variabel Terikat dan Variabel Bebas. Variabel Terikat dalam penelitian ini adalah Putusan Hakim terhadap Sengketa Wanprestasi Dalam Perjanjian Hutang Piutang Dengan Jaminan Kebendaan. Sedangkan Variabel Bebas dalam penelitian ini adalah Alasan Hakim Pengadilan Negeri Dan Pengadilan Tinggi Mengabulkan Sebagian Gugatan Penggugat dan Alasan Hakim Hakim Kasasi Menolak Gugatan Penggugat serta Alasan Hakim Peninjauan Kembali Membatalkan Putusan Hakim Kasasi Dan Mengabulkan Sebagian gugatan Penggugat..

Berdasarkan hasil penelitian yang penulis lakukan maka Alasan Hakim Pengadilan Negeri dan Pengadilan Tinggi Mengabulkan Gugatan Penggugat Sebagian karena Penggugat dapat membuktikan dalil-dalil gugatan antara lain penggugat dan tergugat terikat dalam surat perjanjian kerjasama No 1 tanggal 2 April 2009 tentang hutang piutang serta tergugat terbukti melakukan wnprestasi dan Alasan Hakim Mahkamah Agung Menolak Gugatan Penggugat karena Akta perjanjian No 1 tanggal 2 April 2009 adalah perjanjian Kerjasama bukan bukti penerimaan uang dan juga tidak memuat hak-hak dan kewajiban yang seimbang antara kedua belah pihak dan penggugat adalah orang asing berkewarganegaraan Perancis Alasan Hakim Peninjauan Kembali membatalkan Putusan mahkamah Agung dan Mengabulkan Gugatan Penggugat Sebagian karena kekeliruan Judex Juris dalam putusan kasasi Nomor 2417 K/Pdt/2012.

Kata Kunci : Perjanjian, Wanprestasi, Hutang Piutang, Hak Tanggungan

ABSTRACT
Description of Default Disputes in Debt Agreements with Material Collateral
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The research questions are: Why did the District Court and High Court judges partially grant the plaintiff's lawsuit? Why did the Cassation Judge reject the plaintiff's lawsuit? Why did the Judicial Review Judge overturn the Cassation Judge's decision and partially grant the plaintiff's lawsuit?

The purpose of this research is to determine the reasons why the District Court and High Court judges partially granted the plaintiff's lawsuit, the reasons why the Cassation Judges rejected the plaintiff's lawsuit, and the reasons why the Judicial Review Judge overturned the Cassation Judge's decision and partially granted the plaintiff's lawsuit. This research is descriptive and uses a normative research method.

This research uses two variables: the dependent variable and the independent variable. The dependent variable in this research is the judge's decision regarding the default dispute in a debt agreement with material collateral. While the Independent Variables in this study are the Reasons for the District Court Judges and the High Court to Partially Grant the Plaintiff's Lawsuit and the Reasons for the Cassation Judges to Reject the Plaintiff's Lawsuit and the Reasons for the Review Judges to Cancel the Cassation Judge's Decision and Grant the Plaintiff's Lawsuit in Part.

Based on the results of the author's research, the Reasons for the District Court Judges and the High Court to Partially Grant the Plaintiff's Lawsuit are because the Plaintiff can prove the arguments of the lawsuit, including the plaintiff and defendant being bound by a cooperation agreement letter No. 1 dated April 2, 2009 regarding debts and receivables and the defendant is proven to have committed default and the Reasons for the Supreme Court Judges to Reject the Plaintiff's Lawsuit because the Deed of Agreement No. 1 dated April 2, 2009 is a Cooperation agreement, not proof of receipt of money and also does not contain equal rights and obligations between the two parties and the plaintiff is a foreigner with French citizenship. The Reasons for the Review Judge to Cancel the Supreme Court Decision and Grant the Plaintiff's Lawsuit in Part due to the Judex Juris error in Cassation Decision Number 2417 K/Pdt/2012.

Keywords: Agreement, Default, Debts, Mortgage Rights