

**PERLINDUNGAN HUKUM TERHADAP PENERIMA JAMINAN
FIDUSIA DALAM HAL SENGKETA OBJEK JAMINAN**

Niken Sarah Dayanti

1910622018

Fakultas Hukum, Universitas Pembangunan Nasional Veteran Jakarta

Email : Nikensarah@gmail.com

Abstrak

Penelitian ini bertujuan untuk mengkaji tanggung jawab hukum dari Manajer Agunan sebagai pengelola objek jaminan serta bagaimana perlindungan hukum terhadap penerima jaminan fidusia berdasarkan asas *lex specialist derogate lex generalist*. Penulisan ini dilatarbelakangi adanya wanprestasi sekaligus perbuatan melawan hukum pihak Importir kepada pihak Eksportir dalam suatu hubungan perdagangan internasional yang didasari pada fasilitas kredit. Hasil penelitian mengungkapkan tanggung jawab manajer agunan dalam mengelola perpindahan objek harus didasari pada mekanisme pelaksanaan kuasa berdasarkan prinsip *Good Corporate Governance melalui Perjanjian Manajemen Agunan*. bertujuan meminimalisir risiko. Penerima fidusia yang secara sah memiliki piutang atas suatu objek, dapat memperoleh hak eksekutorial yang dilindungi Undang-undang Jaminan Fidusia yang sama dengan putusan pengadilan yang berkekuatan hukum tetap. Adapun penelitian ini dilakukan secara yuridis normative, dengan pendekatan undang-undang dan pendekatan kasus dalam perkara Putusan Mahkamah Agung Nomor 2239 K/Pdt/2014. Kesimpulannya berdasarkan asas *lex posterior derogate lex priori*, Putusan Peninjauan Kembali Nomor 997/PK/Pdt/2018 memberikan kekuatan hukum tetap dan kepastian hak eksekutorial penerima fidusia atas objek jaminan yang masih menjadi sengketa antara Importir dengan Eksportir.

Kata Kunci : *Good Corporate Governance*, Perlindungan Hukum, Jaminan Fidusia.

***LEGAL PROTECTION TOWARDS FIDUCIARY RECIPIENTS IN
DISPUTES OF FIDUCIARY OBJECT***

Niken Sarah Dayanti

1910622018

Fakultas Hukum, Universitas Pembangunan Nasional Veteran Jakarta

Email : Nikensarah@gmail.com

Abstract

This thesis addressed the issue to examine the legal responsibility of the Collateral Manager as the object fiduciary administrator and how the legal protection effort to the fiduciary recipient is based on the principle of *lex specialist derogate lex generalist*. This writing is motivated by non-performance of contract settlement as well as acts against the law from the importer to the exporter in an international trade relationship based on credit facilities. The results of the research, the responsibility of the Collateral Manager in conduct of transferred objects should be referred to the mechanism for exercising power based on the principles of Good Corporate Governance through the Collateral Management Agreement. This is to depreciate the risk, in order to the objects cannot be transferred by another party as a Fiduciary. Legal fiduciary recipient has accounts receivable on an object can obtain executorial rights protected by the Law on Fiduciary which is equal as court decisions that has permanent legal force. This research is used normative juridical, through statutory approach and a case approach in the case of the Supreme Court Verdict Number 2239 K/Pdt/2014. Conclusion is based on the principle of *lex posterior derogate lex priori*, the Judicial Review Verdict Number 997/PK/Pdt/2018 provides permanent legal force and certainty of the executorial rights of the fiduciary recipient over the object of collateral which is still a dispute between the importer and the exporter.

Keywords: Good Corporate Governance, Legal Protection, Fiduciary