

**PERLINDUNGAN HUKUM TERHADAP DEBITUR TERKAIT OBJEK
JAMINAN YANG DILELANG SECARA SEPIHAK OLEH PT. PUSAT
GADAI INDONESIA (Studi Kasus Pusat Gadai Indonesia Cabang Bekasi)**

ABSTRAK

Sengketa mengenai objek jaminan timbul dari suatu perjanjian. Dalam gadai, objek jaminan menjadi perjanjian tambahan sebagai jaminan yang dipegang oleh penerima gadai atau kreditur. Penelitian ini bertujuan untuk mengetahui bagaimana perlindungan hukum terhadap debitur terkait lelang sepihak tanpa pemberitahuan dan bagaimana penyelesaian sengketa antara perusahaan pergadaian Pusat Gadai Indonesia dengan debitur terkait lelang objek jaminan secara sepihak tanpa pemberitahuan berdasarkan studi kasus Pusat Gadai Indonesia Cabang Bekasi. Jenis penelitian yang digunakan dalam penelitian ini adalah penelitian kualitatif dan pendekatan yang digunakan adalah pendekatan studi kasus (*case approach*) dan pendekatan perundang-undangan (*statue approach*). Hasil penelitian ini menerangkan bahwa perlindungan hukum terkait lelang objek jaminan tidak boleh dilakukan secara sepihak. Pelaksanaan lelang objek jaminan harus melalui pemberitahuan kepada debitur dan kesepakatan antara dua belah pihak serta melakukan pengumuman lelang sesuai dengan ketentuan KUHPerdara, Undang-Undang Perlindungan Konsumen dan Peraturan Menteri Keuangan Nomor 213/PMK.06/2020.

Kata kunci: Perlindungan hukum, lelang, objek jaminan

LEGAL PROTECTION AGAINST DEBTORS RELATED TO COLLATERAL OBJECTS WHICH ARE UNILATERALLY AUCTIONED BY PT. INDONESIAN PAWN CENTER (Case Study of the Indonesian Pawn Center, Bekasi Branch)

ABSTRACT

Disputes regarding collateral objects arise from an agreement. In a pledge, the object of collateral becomes an additional agreement as collateral held by the pledgee or creditor. This research aims to find out how legal protection is for debtors related to unilateral auctions without notification and how to resolve disputes between the Indonesian Pawn Center pawnshop company and debtors regarding unilateral auctions of collateral objects without notification based on the case study of the Indonesian Pawn Center, Bekasi Branch. The type of research used in this research is qualitative research and the approach used is a case study approach and a statutory approach. The results of this research explain that legal protection related to the auction of collateral objects cannot be carried out unilaterally. The auction of collateral objects must be carried out through notification to the debtor and an agreement between the two parties as well as an auction announcement in accordance with the provisions of the Civil Code, the Consumer Protection Law and Minister of Finance Regulation Number 213/PMK.06/2020.

Keywords: *Legal protection, auction, collateral objects*