

ABSTRAK

Penelitian ini dilatarbelakangi oleh adanya eksekusi hak tanggungan yang dilakukan sebelum putusan pailit terhadap debitor, yang menimbulkan persoalan mengenai kedudukan objek jaminan dan perlindungan hukum bagi konsumen dalam proyek properti. Penelitian ini bertujuan untuk menganalisis akibat hukum eksekusi hak tanggungan sebelum putusan pailit serta perlindungan hukum bagi konsumen dalam kepailitan pengembang. Metode penelitian yang digunakan adalah penelitian hukum normatif dengan pendekatan perundang-undangan dan pendekatan kasus pada perkara PT Inti Hosmed. Spesifikasi penelitian bersifat deskriptif analitis dengan menggunakan data kualitatif yang diperoleh melalui studi kepustakaan. Hasil penelitian menunjukkan bahwa eksekusi hak tanggungan sebelum putusan pailit sah secara hukum sepanjang sesuai dengan UU No. 4/1996. Peralihan hak melalui risalah lelang menyebabkan objek jaminan tidak lagi menjadi bagian dari boedel pailit karena sita umum berlaku sejak putusan pailit diucapkan (*ex nunc*). Konsumen pemegang PPJB berkedudukan sebagai kreditor konkuren sehingga perlindungan hukumnya terbatas dan pemulihan kerugiannya bergantung pada sisa boedel pailit.

Kata Kunci: hak tanggungan, kepailitan, perlindungan konsumen.

ABSTRACTS

This research was driven by the execution of mortgage rights prior to a bankruptcy ruling against a debtor, which raises legal issues regarding the status of collateral objects and legal protection for consumers in property development projects. This research aims to analyze the legal consequences of the execution mortgage rights prior to a bankruptcy ruling, as well as the legal protection afforded to consumers in the bankruptcy of developers. The research method employed is a normative juridical approach, using statutory and case study approaches, focusing on the case of PT Inti Hosmed. The research design is descriptive-analytical, utilizing qualitative data obtained through literature review. The results indicate that the execution of mortgage rights prior to a bankruptcy ruling is legally valid as long as it complies with Law Number 4 of 1996. The transfer of rights through the minutes of auction results in the collateral object no longer forming part of the bankruptcy estate, as general confiscation applies from the moment the bankruptcy ruling is declared (ex nunc). Consumers holding a Preliminary Sale and Purchase Agreement (PPJB) are classified as concurrent creditors; therefore, their legal protection is limited, and the recovery of their losses depends on the remaining bankruptcy estate.

Keywords: *mortgage, bankruptcy, consumer protection.*