ABSTRAK

Penelitian ini mengkaji pelaksanaan perjanjian kredit antara kreditur dan debitur serta bentuk perlindungan hukum bagi perbankan sebagai kreditur dalam pelaksanaan eksekusi hak tanggungan atas wanprestasi debitur, dengan studi kasus Putusan Pengadilan Negeri Ungaran Nomor 163/Pdt.G/2024/PN Unr. Permasalahan yang dianalisis mencakup kesesuaian pelaksanaan perjanjian kredit dengan norma hukum yang berlaku serta implementasi perlindungan hukum bagi perbankan dalam mekanisme eksekusi jaminan. Metode penelitian yang digunakan adalah metode yuridis-normatif dengan pendekatan perundang-undangan, pendekatan konseptual, dan pendekatan kasus. Hasil penelitian menunjukkan bahwa debitur terbukti melakukan wanprestasi karena kegagalan memenuhi kewajiban pembayaran angsuran, di mana alasan penurunan omzet usaha tidak dapat dikualifikasikan sebagai *force majeure* karena merupakan risiko bisnis yang seharusnya telah dipertimbangkan sebelumnya. Perlindungan hukum bagi kreditur dalam perkara ini bersifat preventif dan represif, secara preventif melalui klausul-klausul perjanjian kredit, dan secara represif melalui penggunaan titel eksekutorial pada Sertifikat Hak Tanggungan. Meskipun demikian, putusan hakim menegaskan bahwa eksekusi hak tanggungan tetap harus mengikuti prosedur formal (*fiat eksekusi*) ke pengadilan, sehingga perlindungan hukum yang diberikan tidak hanya bersifat materiil untuk pelunasan piutang, tetapi juga bersifat prosedural guna menjaga kepastian hukum dan keseimbangan kepentingan antara kreditur dan debitur sesuai prinsip *due process of law*.

Kata Kunci: Perlindungan Hukum, Wanprestasi, Hak Tanggungan.

ABSTRACT

This research examines the implementation of a credit agreement between a creditor and a debtor, as well as the form of legal protection for banking institutions as creditors in the execution of mortgage rights due to debtor default, using the case study of Ungaran District Court Decision No. 163/Pdt.G/2024/PN Unr. The issues analyzed include the conformity of the credit agreement's implementation with applicable legal norms and the implementation of legal protection for banks in the collateral execution mechanism. The research method used is normative juridical research with a statute approach, conceptual approach, and case approach. The results show that the debtor was proven to be in default because of an inability to fulfill installment payment obligations, while the argument of declining business turnover could not be classified as force majeure because it constitutes a business risk that should have been anticipated. Legal protection for the creditor in this case is both preventive and repressive: preventive protection is provided through the clauses of the credit agreement, while repressive protection is provided through the use of the executorial title in the Mortgage Certificate. However, the court's decision emphasizes that the execution of mortgage rights must still follow formal procedures (fiat execution) through the court, so the legal protection provided is not only material in terms of debt recovery, but also procedural in order to maintain legal certainty and the balance of interests between creditor and debtor in accordance with the principle of due process of law.

Keywords: Legal Protection, Default, Mortgage Rights.