

ABSTRAK

PENEGAKAN HUKUM TERHADAP DEBITUR PELAKU TINDAK PIDANA PENGALIHAN BENDA JAMINAN FIDISUA (Studi Putusan Mahkamah Agung RI Nomor 91 K/Pid.Sus/2019)

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Pemberi fidusia yang mengalihkan, menggadaikan, atau menyewakan benda yang menjadi obyek jaminan fidusia tanpa sepengetahuan penerima fidusia dapat dikenakan sanksi pidana. Rumusan masalah dalam tesis ini adalah bagaimana pengaturan hukum tindak pidana pengalihan benda jaminan fidusia, bagaimana pertanggungjawaban pelaku tindak pidana pengalihan benda jaminan fidusia, bagaimana pertimbangan hakim dalam penerapan sanksi terhadap pelaku tindak pidana mengalihkan objek fidusia tanpa persetujuan tertulis terlebih dahulu dari penerima fidusia dalam Putusan Mahkamah Agung RI Nomor 91 K/Pid.Sus/2019.

Penulisan skripsi ini menggunakan metode yuridis normatif dan penelitian pustaka (*library research*) dengan menganalisis putusan Mahkamah Agung RI Nomor 91 K/Pid.Sus/2019. Jenis data penelitian ini adalah data primer dan data sekunder dan disusun secara sistematis dan dianalisis secara kualitatif.

Berdasarkan permasalahan yang dikemukakan, maka ditarik kesimpulan bahwa pengaturan hukum tindak pidana pengalihan benda jaminan fidusia diatur dalam Undang-Undang No. 42 Tahun 1999 tentang Jaminan Fidusia. Tindak pidana mengalihkan objek fidusia tanpa persetujuan tertulis terlebih dahulu dari penerima fidusia dalam Putusan Mahkamah Agung RI No. 91 K/Pid.Sus/2019 adalah benda objek jaminan fidusia diperjualbelikan kepada Saifullah tanpa persetujuan kreditur (penerima fidusia) PT. Astra Sedaya Finance (ASF) Group Astra Credit Companies (ACC) sehingga kehilangan 1 (satu) unit kendaraan dengan nilai kerugian sejumlah Rp. 257.760.000, Pertanggungjawaban pidana tindak pidana mengalihkan objek fidusia tanpa persetujuan tertulis terlebih dahulu dari penerima fidusia dalam putusan Mahkamah Agung RI No. 91 K/Pid.Sus/2019 adalah Juprianto dipidana penjara selama 1 (satu) tahun dan denda sebesar Rp.10.000.000,00 (sepuluh juta rupiah).Pertimbangan hakim dalam penerapan sanksi terhadap pelaku tindak pidana mengalihkan objek fidusia tanpa persetujuan tertulis terlebih dahulu dari penerima fidusia dalam Putusan Mahkamah Agung RI Nomor 91 K/Pid.Sus/2019 adalah perbuatan terdakwa memenuhi seluruh unsur-unsur dalam Pasal 36 Undang-Undang Nomor 42 Tahun 1999 Tentang Jaminan Fidusia dan perbuatan terdakwa dan akibat perbuatan terdakwa maka PT Astra Sedaya Finance (ASF) Group Astra Credit Companies (ACC) selaku kreditur mengalami kerugian sejumlah Rp. 257.760.000,- (dua ratus lima puluh tujuh juta tujuh ratus enam puluh ribu rupiah).

Kata Kunci :Tindak Pidana, Mengalihkan, Fidusia.

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ABSTRACT

LAW ENFORCEMENT AGAINST DEBTORS PERFORMING THE CRIME OF TRANSFERRING FIDISUA SECURITY OBJECTS (Study of the Decision of the Supreme Court of the Republic of Indonesia Number 91 K/Pid.Sus/2019)

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Fiduciary givers who transfer, pawn or rent objects that are the object of fiduciary collateral without the knowledge of the fiduciary recipient may be subject to criminal sanctions. The formulation of the problem in this thesis is how the legal regulation of the criminal act of transferring fiduciary objects is, what is the responsibility of the perpetrator of the criminal act of transferring fiduciary objects, what is the judge's consideration in applying sanctions to the perpetrator of the criminal act of transferring fiduciary objects without prior written approval from the fiduciary recipient in the Court Decision? Supreme Court of the Republic of Indonesia Number 91 K/Pid.Sus/2019.

Writing this thesis uses normative juridical methods and library research by analyzing the decision of the Supreme Court of the Republic of Indonesia Number 91 K/Pid.Sus/2019. The types of data for this research are primary data and secondary data and are arranged systematically and analyzed qualitatively.

Based on the problems raised, the conclusion is drawn that the legal regulation of the criminal act of transferring fiduciary collateral is regulated in Law no. 42 of 1999 concerning Fiduciary Guarantees. The criminal act of transferring fiduciary objects without prior written consent from the fiduciary recipient in the Republic of Indonesia Supreme Court Decision No. 91 K/Pid.Sus/2019 is that fiduciary collateral objects were traded to Saifullah without the approval of the creditor (fiduciary recipient) of PT. Astra Sedaya Finance (ASF) Group Astra Credit Companies (ACC) lost 1 (one) vehicle with a loss value of Rp. 257,760,000, Criminal liability for the crime of transferring fiduciary objects without prior written consent from the fiduciary recipient in the decision of the Supreme Court of the Republic of Indonesia No. 91 K/Pid.Sus/2019 is that Juprianto was sentenced to prison for 1 (one) year and a fine of Rp. 10,000,000.00 (ten million rupiah). The judge's consideration in applying sanctions to perpetrators of criminal acts of transferring fiduciary objects without prior written approval. Previously, the fiduciary recipient in the Republic of Indonesia Supreme Court Decision Number 91 K/Pid.Sus/2019 was that the defendant's actions fulfilled all the elements in Article 36 of Law Number 42 of 1999 concerning Fiduciary Guarantees and the defendant's actions and the consequences of the defendant's actions, PT Astra Sedaya Finance (ASF) Group Astra Credit Companies (ACC) as the creditor suffered a loss of IDR. 257,760,000,- (two hundred fifty seven million seven hundred and sixty thousand rupiah).

Keywords: Crime, Transfer, Fiduciary.

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