

## ABSTRAK

Salah satu hambatan yang dihadapi bank untuk melakukan eksekusi obyek hak tanggungan adalah gugatan yang dilakukan oleh debitur kepada bank yang meminta penundaan terhadap eksekusi obyek hak tanggungan. Hal ini disebabkan oleh kemungkinan ada beberapa debitur yang merasa tidak adilnya keputusan kreditur dalam melakukan eksekusi terhadap tanahnya. Penelitian ini bertujuan untuk mengkaji duduk perkara gugatan pembatalan eksekusi lelang jaminan kredit yang dibebani hak tanggungan pada Putusan Pengadilan Negeri Boyolali Nomor 64/Pdt.G/2018/PN Byl. Mengkaji Pertimbangan Hakim Dalam Memutus Perkara Gugatan Pembatalan Eksekusi Lelang Hak Tanggungan pada Putusan Pengadilan Negeri Boyolali Nomor 64/Pdt.G/2018/PN Byl. Mengkaji Akibat Hukum Gugatan Pembatalan Eksekusi Lelang Hak Tanggungan pada Putusan Pengadilan Negeri Boyolali Nomor 64/Pdt.G/2018/PN Byl. Penelitian ini merupakan penelitian yang bersifat yuridis normatif. Penelitian ini menitikberatkan pada penelitian dokumen atau kepustakaan yang intinya mencari teori-teori, pandangan yang mempunyai korelasi dan relevan dengan permasalahan yang akan diteliti.

Hasil penelitian diperoleh kesimpulan bahwa duduk perkara gugatan pembatalan eksekusi lelang jaminan kredit yang dibebani hak tanggungan pada Putusan Pengadilan Negeri Boyolali Nomor : 64/Pdt.G/2018/PN Byl yaitu berawal dari pemberian Fasilitas Kredit Lokal (Rekening Koran) dengan jumlah pagu kredit tidak melebihi Rp. 1.700.000.000,00 (satu miliar tujuh ratus juta rupiah), berdasarkan Perjanjian Kredit No. 125/PK/KRED/SLA/2008 tertanggal 13 Oktober 2008, dan telah diubah dan beberapa kali diperbaharui terakhir dengan Perubahan Perjanjian Kredit No. 145/AD/KRED/SLA/2015 tertanggal 6 Oktober 2015, serta telah beberapa kali diperpanjang terakhir dengan Surat Pemberitahuan Perpanjangan Jangka Waktu No. 00118/SLA/SPPJ/2017 tertanggal 12 Oktober 2017. Namun dalam masa perjanjian kredit tersebut, Penggugat melakukan wanprestasi karena tidak melakukan angsusan setiap bulannya, sehingga Tergugat I sudah memberikan surat peringatan sebanyak 3 kali, oleh karenanya Tergugat I melalui Tergugat II melakukan eksekusi lelang terhadap objek jaminan kredit yang telah didaftarkan dengan Hak Tanggungan. Pertimbangan hakim dalam memutus perkara gugatan pembatalan eksekusi lelang jaminan kredit yang dibebani Hak Tanggungan didasarkan pada eksepsi tergugat I serta alat bukti yang diajukan di persidangan, yang menunjukkan bahwa pelaksanaan lelang eksekusi hak tanggungan terhadap Objek Jaminan telah dilakukan sesuai ketentuan Pasal 22 PMK No. 27/PMK.06/2016, yaitu oleh Pejabat Lelang Kelas I pada KPKNL Surakarta adalah sah secara hukum. Akibat hukum Putusan Pengadilan Negeri Boyolali Nomor : 64/Pdt.G/2018/PN Byl bahwa lelang eksekusi Hak Tanggungan yang dilakukan oleh Tergugat I dan Tergugat II atas agunan yang menjadi jaminan perjanjian kredit melalui Perantara Kantor Pelayanan Kekayaan Negara dan Lelang (KPKNL) Surakarta sah menurut hukum. Akibat hukum bagi Penggugat adalah berkewajiban untuk membayar biaya perkara.

Kata Kunci: Gugatan Pembatalan Lelang, Hak Tanggungan

## ABSTRACT

One of the obstacles faced by banks to execute dependent rights objects is a lawsuit made by the debtor to the bank requesting a delay in the execution of the object of dependent rights. This is due to the possibility that there are some debtors who feel unfair decisions of creditors in carrying out executions on their land. This study aims to review the sitting lawsuit for the cancellation of the execution of credit guarantee auctions that are burdened with dependent rights in the Decision of the Boyolali District Court No. 64/Pdt.G/2018/PN Byl. Reviewing the Consideration of Judges in Deciding the Case of Cancellation of The Execution of The Auction of Dependent Rights in the Decision of the Boyolali District Court No. 64/Pdt.G/2018/PN Byl. Reviewing the Consequences of The Law on The Cancellation of The Execution of The Auction of Dependent Rights in the Decision of the Boyolali District Court Number 64/Pdt.G/2018/PN Byl. This research focuses on the research of documents or literature that essentially look for theories, views that have correlations and are relevant to the problems to be studied.

The results of the study obtained the conclusion that the lawsuit sits on the cancellation of the execution of the credit guarantee auction which is burdened with dependent rights in the Decision of the Boyolali District Court Number: 64/Pdt.G/2018/PN Byl which is derived from the provision of Local Credit Facilities (Current Account) with the amount of credit ceiling not exceeding Rp. 1,700,000,000.00 (one billion seven hundred million rupiah), based on Credit Agreement No. 125/PK/KRED/SLA/2008 dated October 13, 2008, and has been amended and updated several times recently with Credit Agreement Amendment No. 145/AD/KRED/SLA/2015 dated October 6, 2015, and has been renewed several times with Extended Term Notice No. 00118/SLA/SPPJ/2017 dated October 12, 2017. However, during the credit agreement period, plaintiff defaulted because he did not do angsusan every month, so Defendant I has given a warning letter 3 times, therefore Defendant I through Defendant II conducted an auction execution against the object of credit guarantee that has been registered with the Right of Dependents. The consideration of the judge in deciding the lawsuit to cancel the execution of the credit guarantee auction that is burdened with Dependent Rights is based on the exception of defendant I as well as the evidence submitted at the trial, which shows that the execution auction of dependent rights against the Collateral Object has been conducted in accordance with the provisions of Article 22 PMK No. 27/PMK.06/2016, namely by the Class I Auction Official at KPKNL Surakarta is legally valid. As a result of the law of the Decision of the Boyolali District Court Number: 64/Pdt.G/2018/PN Byl that the auction of the execution of Dependent Rights conducted by Defendants I and Tregugat II on collateral that became collateral for credit agreements through the Intermediary of the Office of State Wealth Services and Auctions (KPKNL) Surakarta is valid according to law. The legal consequence for plaintiff is the obligation to pay the costs of the lawsuit.

Keywords: Auction Cancellation Lawsuit, Dependent Rights