ABSTRAK

Penelitian ini mengkaji pelaksanaan putusan *Restitutio In Integrum* dalam perkara perdata melalui studi kasus Putusan Pengadilan Negeri Blitar No. 08/Pdt.G/2015/PN.Blt, yang dikuatkan hingga tingkat Peninjauan Kembali No. 917 PK/Pdt/2019. Sengketa bermula dari pelaksanaan lelang objek hak tanggungan oleh kreditur melalui KPKNL, yang ditetapkan dengan harga limit di bawah NJOP tanpa appraisal independen. Majelis hakim menyatakan lelang batal demi hukum karena bertentangan dengan asas kepatutan dan kehati-hatian serta melanggar ketentuan Pasal 36 PMK No. 106/PMK.06/2013.

Akibat pembatalan tersebut, berlaku prinsip *Restitutio In Integrum* yang mengembalikan para pihak pada posisi semula. Namun, putusan tidak secara eksplisit merinci mekanisme pelaksanaan, sehingga menimbulkan ketidakpastian hukum. Penelitian ini menggunakan pendekatan hukum normatif dengan metode studi kasus, untuk menganalisis prosedur hukum ideal yang seharusnya diterapkan dan bagaimana hak serta kewajiban debitur, kreditur, dan pemenang lelang diposisikan pasca putusan.

Hasil penelitian menunjukkan bahwa pelaksanaan putusan secara sukarela merupakan prosedur ideal yang mencerminkan kesadaran hukum. Namun, apabila tidak dijalankan, maka eksekusi paksa melalui pengadilan menjadi langkah terakhir. Selain itu, ditemukan bahwa putusan menegaskan debitur tetap berkewajiban melunasi sisa utang, kreditur wajib mengembalikan dana pemenang lelang, dan pemenang lelang berhak atas restitusi namun tidak diakui sebagai pembeli beritikad baik karena cacat dalam proses lelang. Oleh karena itu, sinkronisasi antara substansi putusan, mekanisme eksekusi, dan perlindungan hukum terhadap pihak ketiga perlu diperkuat agar tercapai keadilan dan kepastian hukum yang seimbang.

Kata Kunci: *Restitutio In Integrum*, pelaksanaan putusan, lelang batal demi hukum, eksekusi perdata, perlindungan hukum

ABSTRACT

This study examines the implementation of the *Restitutio In Integrum* judgment in a civil case through a case study of the Blitar District Court Decision No. 08/Pdt.G/2015/PN.Blt, which was upheld up to the level of Judicial Review No. 917 PK/Pdt/2019. The dispute arose from the execution of a mortgage auction conducted by the creditor through the State Assets and Auction Service Office (KPKNL), in which the reserve price was set below the NJOP (Tax Object Sale Value) without an independent appraisal. The panel of judges declared the auction null and void by law (*batal demi hukum*) on the grounds that it violated the principles of propriety and prudence, as well as the provisions of Article 36 of the Minister of Finance Regulation No. 106/PMK.06/2013.

As a result of the annulment, the principle of *Restitutio In Integrum* applies, restoring the parties to their original positions. However, the judgment did not explicitly specify the implementation mechanism, thereby creating legal uncertainty. This research employs a normative legal approach with a case study method to analyze the ideal legal procedures that should be applied, and how the rights and obligations of the debtor, creditor, and auction winner are positioned following the decision.

The findings show that voluntary execution of the judgment is the ideal procedure, reflecting legal awareness. However, if it is not carried out, forced execution through the court becomes the final recourse. Furthermore, the decision establishes that the debtor remains obliged to settle the remaining debt, the creditor must return the auction winner's funds, and the auction winner is entitled to restitution but is not recognized as a bona fide purchaser due to defects in the auction process. Therefore, synchronization between the substance of the judgment, the execution mechanism, and the legal protection of third parties needs to be strengthened to achieve a balanced sense of justice and legal certainty.

Keywords: *Restitutio In Integrum*, judgment execution, auction null and void by law, civil execution, legal protection.