ABSTRAK

Praktik eksekusi jaminan fidusia secara sepihak oleh lembaga pembiayaan di Indonesia kerap memunculkan persoalan hukum terkait batasan pelaksanaan hak kontraktual. Penelitian ini berfokus pada analisis yuridis penarikan objek Jaminan Fidusia oleh PT. MNC Finance Cabang Malang yang dikualifikasikan sebagai perbuatan melawan hukum, dengan studi kasus Putusan Pengadilan Negeri Malang Nomor 28/Pdt.G/2025/PN Malang. Tujuan penelitian adalah untuk menganalisis pemenuhan unsur-unsur perbuatan melawan hukum dalam tindakan penarikan jaminan fidusia tersebut dan mengkaji akibat hukum yang timbul terhadap para pihak.

Penelitian ini menggunakan metode yuridis normatif dengan pendekatan studi kasus. Data primer diperoleh dari Putusan PN Malang No. 28/Pdt.G/2025/PN Malang beserta dokumen pendukungnya, sedangkan data sekunder terdiri dari peraturan perundang-undangan, literatur hukum, dan yurisprudensi terkait. Teknik pengumpulan data dilakukan melalui studi dokumentasi, dan analisis data menggunakan metode analisis isi serta interpretasi hukum.

Hasil penelitian menunjukkan bahwa: pertama, tindakan penarikan objek jaminan fidusia oleh PT. MNC Finance Cabang Malang telah memenuhi seluruh unsur perbuatan melawan hukum berdasarkan Pasal 1365 Kitab Undang-Undang Hukum Perdata, khususnya unsur melawan hukum yang diperluas mencakup pelanggaran terhadap asas kepatutan dan proporsionalitas; kedua, akibat hukum dari perbuatan melawan hukum tersebut menimbulkan kewajiban ganti rugi materil dan immateriil bagi kreditur serta mempertegas batasan pelaksanaan hak eksekusi fidusia meskipun didasarkan pada klausula perjanjian.

Kesimpulan penelitian ini adalah bahwa pelaksanaan eksekusi fidusia yang represif, tidak proporsional, dan melampaui batas kewajaran dapat dikualifikasikan sebagai perbuatan melawan hukum. Putusan PN Malang ini memiliki signifikansi yurisprudensial dalam menegaskan prinsip proporsionalitas dan kepatutan sebagai batasan substantif dalam eksekusi jaminan fidusia. Penelitian ini merekomendasikan perlunya kehati-hatian dan penerapan asas proporsionalitas oleh lembaga pembiayaan dalam melaksanakan eksekusi fidusia, serta pentingnya pengawasan regulasi oleh otoritas terkait.

Kata kunci: Perbuatan melawan hukum, eksekusi fidusia, jaminan fidusia, proporsionalitas, kepatutan, PT. MNC Finance Cabang malang.

ABSTRACT

The practice of unilateral execution of fiduciary security by financing institutions in Indonesia often raises legal issues concerning the limits of contractual rights execution. This research focuses on the juridical analysis of the withdrawal of credit/fiduciary security objects by PT. MNC Finance which is qualified as an unlawful act, using Malang District Court Decision No. 28/Pdt.G/2025/PN Malang as a case study. The research objectives are to analyze the fulfillment of the elements of unlawful acts in the fiduciary security withdrawal action and to examine the legal consequences for the parties involved.

This research employs a normative juridical method with a case study approach. Primary data were obtained from Malang District Court Decision No. 28/Pdt.G/2025/PN Malang and its supporting documents, while secondary data consisted of relevant legislation, legal literature, and jurisprudence. Data collection techniques were carried out through documentary studies, and data analysis used content analysis methods and legal interpretation.

The research results indicate that: first, the action of withdrawing fiduciary security objects by PT. MNC Finance has fulfilled all elements of unlawful acts based on Article 1365 of the Indonesian Civil Code, particularly the expanded element of "unlawfulness" which includes violations of the principles of propriety and proportionality; second, the legal consequences of these unlawful acts result in the creditor's obligation to provide material and immaterial compensation and reinforce the limitations on the execution of fiduciary security rights even when based on contractual clauses.

The conclusion of this research is that the implementation of fiduciary execution that is repressive, disproportionate, and exceeds reasonable limits can be qualified as an unlawful act. This Malang District Court decision has jurisprudential significance in affirming the principles of proportionality and propriety as substantive limitations in fiduciary security execution. This research recommends the need for prudence and application of the proportionality principle by financing institutions in executing fiduciary security, as well as the importance of regulatory oversight by relevant authorities.

Keywords: *Unlawful act, fiduciary execution, fiduciary security, proportionality, propriety, PT. MNC Finance.*