

**ANALISIS YURIDIS TERHADAP GUGATAN WANPRESTASI
AKIBAT PEMBAYARAN MELALUI BILYET GIRO KOSONG
(STUDI PUTUSAN NO. 80/PDT.G/2021/PN.CKR)**

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ABSTRAK

Penelitian ini dilatarbelakangi dengan semakin berkembangnya jenis jenis alat pembayaran pada transaksi jual beli sehingga menciptakan tantangan baru dalam bertransaksi jual beli pada masa ini seperti adanya transaksi bilyet giro kosong. Penelitian ini bertujuan untuk menganalisis bagaimana perlindungan hukum kreditur terhadap debitur yang menggunakan transaksi bilyet giro kosong, serta bagaimana pertimbangan hukum dan putusan hakim terkait perbuatan Tergugat yang menggunakan alat bayar bilyet giro kosong dalam perjanjian jual beli berdasarkan putusan Nomor 80/Pdt.G/2021/PnCkr.

Metode penelitian ini menggunakan penelitian hukum normatif dengan metode pendekatan perundang-undangan serta asas-asas hukum yang berlaku. Data yang digunakan adalah data sekunder dengan metode pengumpulan data berdasarkan studi kepustakaan kemudian disajikan dalam bentuk teks naratif atau uraian secara sistematis, logis, dan rasional serta menggunakan metode analisis kualitatif.

Hasil penelitian dan pembahasan menunjukkan hakim hanya menganggap bahwa Bilyet Giro yang digunakan oleh Tergugat hanya sebagai alat pembayaran, namun karena bilyet giro tersebut kosong maka hakim menganggap pembayaran tersebut belum terlaksana. Tidak ada hak baru yang timbul atau perlindungan hukum khusus bagi penerima Bilyet Giro Kosong . Hakim dalam kasus ini tidak mempertimbangkan Bilyet giro kosong yang digunakan oleh Tergugat kepada Penggugat untuk menentukan perbuatan Tergugat termasuk kedalam wanprestasi, sehingga dasar Hakim menyatakan debitur telah wanprestasi adalah berdasarkan alat alat bukti yang diajukan dipersidangan. Pertimbangan hakim tersebut berbeda jika dibandingkan dengan Yurisprudensi Mahkamah Agung RI No.63/PDT/1987, tanggal 15 Oktober 1988, yang menjelaskan bahwa penyerahan Bilyet giro kosong merupakan perbuatan wanprestasi.

Kata kunci: Jual Beli, Bilyet Giro Kosong, Wanprestasi

**JURIDICAL ANALYSIS OF DEFAULT LAWSUIT
DUE TO PAYMENT THROUGH AN EMPTY GIRO BILYET
(STUDY OF DECISION NO. 80/PDT.G/2021/PN.CKR)**

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ABSTRACT

This study is motivated by the growing development of the types of payment instruments in the sale and purchase transactions that create new challenges in the sale and purchase transactions at this time such as the blank bilyet giro transactions. This study aims to analyze how the legal protection of creditors against debtors who use blank bilyet giro transactions, as well as how the legal considerations and decisions of judges related to the actions of defendants who use blank bilyet giro payment tools in the sale and purchase agreement based on decision Number 80/Pdt.G/2021 / PnCkr.

This research method uses normative legal research with the approach of legislation and the principles of applicable law. The Data used is secondary data with data collection methods based on literature studies and then presented in the form of narrative texts or descriptions systematically, logically, and rationally and using qualitative analysis methods.

The results of research and discussion showed that the judge only considers that the Bilyet Giro used by the defendant is only as a means of payment, but because the bilyet giro is empty, the judge considers that the payment has not been carried out. The panel of judges stated that the payment has not been made so that the defendant has not fulfilled the achievement to the plaintiff, the plaintiff in this case the recipient of the blank Bilyet Giro receives legal protection in the form of compensation for principal achievements. The judge in this case did not consider the blank bilyet giro used by the defendant to the plaintiff to determine the defendant's actions were included in the default, so the basis for the judge to state that the debtor had defaulted was based on the evidence presented at the trial. The consideration of the judge is different when compared with the jurisprudence of the Supreme Court of the Republic of Indonesia No.63/PDT / 1987, dated October 15, 1988, which explained that the delivery of empty bilyet giro was an act of default.

Keywords: *Buying and Selling, Blank Bilyet Giro, Default*