

**TINJAUAN YURIDIS TERHADAP PERJANJIAN UTANG  
PIUTANG DENGAN JAMINAN PENYERAHAN SERTIPIKAT  
HAK ATAS TANAH DISERTAI  
JANJI MILIK DALAM HAL  
DEBITUR WANPRESTASI  
(STUDI PUTUSAN NOMOR 27/PDT.G/2023/PN MTW)**

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**ABSTRAK**

Penyerahan sertipikat hak atas tanah disertai janji milik tanpa adanya pembebanan hak tanggungan seringkali ditemui dalam masyarakat sehingga menjadi pertimbangan majelis hakim dalam memutus perkara. Tujuan penelitian ini untuk menganalisis bagaimana pertimbangan hukum hakim terhadap kreditur yang dijamin dengan penyerahan sertipikat hak atas tanah disertai dengan janji milik dalam hal debitur wanprestasi dan bagaimana pertimbangan hukum hakim terhadap akibat hukum debitur wanprestasi pada putusan nomor 27/Pdt.G/2023/PN Mtw. Penelitian ini penelitian yuridis normatif menggunakan pendekatan *statute approach*, *case approach*, dan *conseptual approach* dengan spesifikasi deskriptif normatif serta analisis secara kualitatif. Hasil penelitian dapat disimpulkan bahwa pertimbangan hukum hakim dalam memutus kreditur yang dijamin dengan penyerahan sertipikat hak atas tanah disertai janji milik dalam hal debitur wanprestasi kurang tepat dengan mempertimbangkan Pasal 12 Undang – Undang Nomor 4 Tahun 1996 Tentang Hak Tanggungan Atas Tanah Beserta Benda – Benda Yang Berkaitan Dengan Tanah, namun penggunaan klausul janji milik telah dilarangan dalam sistem hukum Indonesia. Pertimbangan hukum hakim terhadap akibat hukum wanprestasi debitur kurang tepat. Majelis hakim tidak mempertimbangkan pemenuhan perjanjian, pemenuhan perjanjian disertai ganti rugi, ganti rugi, pembatalan perjanjian, pembatalan perjanjian disertai ganti rugi sebagai akibat hukum wanprestasi yang dijamin oleh Pasal 1243 KUHPerdara

Kata Kunci : Hak Tanggungan, Klausul Janji Milik, Utang Piutang, Wanprestasi.

**JURIDICAL REVIEW OF DEBT AND CREDIT AGREEMENT  
WITH GUARANTEE OF LAND RIGHT ACCOMPANIED WITH  
STIPULATION APPROPRIATE CLAUSE  
IN CASE OF DEBTOR DEFAULT  
(Study of District Court Decision Number 27/Pdt.G/2023/Pn Mtw)**

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**Abstract**

Transfer of land rights accompanied by stipulations appropriate without prior land mortgage encumbrance often encountered public therefore it become the judge consideration in deciding cases. The purpose of this study analyze how judge's legal considerations towards creditors guaranteed by land rights accompanied stipulations appropriate in the case of defaulting debtor and how the judge's legal considerations towards the legal consequences of defaulting debtors in decision number 27/Pdt.G/2023/PN Mtw. This study is normative legal study using statute, case, and conceptual approach with normative descriptive specifications and qualitative analysis. The results can be concluded the judge's legal considerations in deciding creditors guaranteed by land rights with stipulation appropriate in the case of a defaulting debtor are inappropriate by considering Article 12 of Law Number 4 of 1996 Concerning Mortgage Rights on Land and Objects Related to Land however stipulations appropriate are prohibited in Indonesian legal system. The judge's legal considerations regarding the legal consequences of the debtor's default are inappropriate. The judge's didn't consider the fulfillment of the agreement, fulfillment of the agreement accompanied by compensation, compensation, cancellation of the agreement, cancellation of the agreement accompanied by compensation as a legal consequence of default guaranteed by Article 1243 of the Civil Code.

**Keywords:** Mortgage Rights, Stipulation to Appropriate Clause , Debt and Credit Agreement, Default