ABSTRAK

Institusi perbankan memiliki peranan strategis dalam perekonomian, termasuk dalam penyediaan kredit bagi masyarakat dan pelaku usaha. Salah satunya melalui pemberian Kredit Modal Kerja (KMK) untuk mendukung aktivitas usaha. Permasalahan dalam penelitian ini adalah mengenai pembobolan dan pemalsuan tanda tangan pada dana hasil pinjaman KMK milik Koperasi Kospin Purnama yang dilakukan oleh Elsa Noprida Adriani (Tergugat II) selaku *Account Officer* (AO) di bank PT. BRI Cabang Yogyakarta Cik Di Tiro (Tergugat I). Penelitian ini bertujuan untuk menganalisis pertimbangan hukum hakim dalam mengkualifisir perbuatan Tergugat I dan Tergugat II sebagai PMH dan tuntutan ganti rugi terhadap PMH yang dilakukan oleh Tergugat I dan Tergugat II. Penelitian ini menggunakan metode yuridis normatif dengan pendekatan terhadap peraturan perundang-undangan, konseptual serta studi kasus. Penelitian ini bersifat preskriptif analitis. Data yang digunakan merupakan data sekunder, meliputi bahan hukum primer dan bahan hukum sekunder. Teknik pengumpulan data dilakukan melalui studi pustaka, yang kemudian dianalisis secara normatif kualitatif dan disajikan dalam bentuk uraian naratif yang disusun secara sistematis dan logis. Hasil penelitian dan pembahasan menunjukkan bahwa perbuatan Tergugat II dikualifisir unsur perbuatan melawan hukum. Menurut analisis penulis unsur-unsur yang dilanggar Tergugat II adalah melanggar hak subyektif orang lain yaitu hak atas kekayaan berupa dana hasil pinjaman Kredit Modal Kerja milik Penggugat dan bertentangan dengan kewajiban hukum yang melanggar Pasal 49 Ayat (1) huruf a UU Perbankan. Majelis Hakim hanya mengabulkan sebagian tuntutan ganti kerugian materiil yang diajukan Penggugat sejumlah Rp7.146.000.000,00, jumlah tersebut berdasarkan analisis transaksi fiktif yang dilakukan oleh Tergugat II dari tahun 2013-2015. Menurut analisis penulis hakim dalam mengabulkan tuntutan ganti rugi materiil yang diajukan Penggugat sudah tepat karena sudah memenuhi ketiga syarat Pasal 1367 Ayat (3) KUHPerdata yaitu terkait tanggung jawab majikan. Akan tetapi, untuk ganti kerugian immateriil tidak dikabulkan ini menurut pendapat penulis karena sudah diperhitungkan dari ganti kerugian materiil berdasarkan ganti kerugian Pasal 1243 KUHPerdata yang dikualifikasikan termasuk ke dalam biaya dan rugi.

Kata Kunci : Perbuatan Melawan Hukum, Kredit Modal Kerja, Tanggung Jawab Majikan.

ABSTRACK

Banking institutions have a strategic role in the economy, including in providing credit for the community and business actors. One of them is through the provision of Working Capital Credit (KMK) to support business activities. The problem in this study is regarding the theft and forgery of signatures on the KMK loan funds belonging to the Kospin Purnama Cooperative carried out by Elsa Noprida Adriani (Defendant II) as Account Officer (AO) at PT. BRI Yogyakarta Branch Cik Di Tiro (Defendant I). This study aims to analyze the judge's legal considerations in qualifying the actions of Defendant I and Defendant II as PMH and the claim for compensation against PMH carried out by Defendant I and Defendant II. This study uses a normative legal method with an approach to laws and regulations, conceptualization and case studies. This study is analytical prescriptive. The data used are secondary data, including primary legal materials and secondary legal materials. The data collection technique is carried out through literature studies, which are then explained normatively qualitatively and presented in the form of narrative descriptions that are arranged systematically and logically. The results of the research and discussion show that the actions of Defendant II are qualified as elements of an unlawful act. According to the author's analysis, the elements violated by Defendant II are the subjective rights of others, namely the right to wealth in the form of funds from the Plaintiff's Working Capital Credit loan and are contrary to the law of obligations that violate Article 49 Paragraph (1) letter a of the Banking Law. The Panel of Judges only granted part of the claim for material compensation filed by the Plaintiff in the amount of Rp. 7,146,000,000.00, this amount is based on an analysis of fictitious transactions carried out by Defendant II from 2013-2015. According to the author's analysis, the judge in granting the claim for material compensation filed by the Plaintiff was correct because it had met the third requirement of Article 1367 Paragraph (3) of the Civil Code, namely regarding the employer's responsibility. However, for immaterial compensation, this was not granted in the author's opinion because it had been calculated from material compensation based on compensation in Article 1243 of the Civil Code which was qualified as included in costs and losses.

Keywords: *Unlawful Acts, Working Capital Credit, Employer's Responsibility.*