

## ABSTRAK

Pelaksanaan perjanjian kredit dengan jaminan Hak Tanggungan di Bank Rakyat Indonesia Cabang Balikpapan berpedoman pada ketentuan-ketentuan dari Bank Indonesia. Pokok-pokok perkreditan baik pada saat proses pemenuhan syarat-syarat kredit, proses pemberian putusan kredit, maupun pada tahap pencairan kredit.

Kreditor dalam memberikan/menzalurkan Kredit kepada para Debitor membutuhkan suatu jaminan, barang jaminan tersebut berupa sertipikat Hak Atas Tanah. Sertipikat Hak Atas Tanah akan bebani dengan Hak Tanggungan yang didaftar pada kantor Pertanahan dan disimpan oleh Kreditor sebagai pemegang Hak Tanggungan sampai dengan utang Debitor lunas, dalam prakteknya terjadi sertipikat hak atas tanah yang menjadi jaminan utang ternyata hilang pada saat di simpan oleh Kreditor/Pemegang Hak Tanggungan.

Metode pendekatan yang digunakan adalah metode pendekatan yuridis empiris, yaitu suatu metode pendekatan yang meneliti data sekunder terlebih dahulu dan kemudian dilanjutkan dengan melakukan penelitian terhadap data primer di lapangan, spesifikasi yang digunakan dalam penelitian ini bersifat deskriptif analitis yang selanjutnya akan di analisis secara kualitatif.

Berdasarkan hasil penelitian dapat disimpulkan jika terjadi masalah tersebut maka Kreditor berkewajiban dan harus bertanggung jawab untuk mengurus sertipikat penggantinya dan menanggung semua biaya yang timbul sampai dengan sertipikat penggantinya terbit dan apabila pihak Debitor mengajukan tuntutan ganti rugi yang diakibatkan dari masalah tersebut maka akan diselesaikan secara damai berdasarkan musyawarah dan berdasarkan kesepakatan para pihak mengenai besarnya ganti rugi. Apabila dengan jalan damai tersebut tidak berhasil maka akan diselesaikan secara jalur hukum yaitu melalui tuntutan di Pengadilan.

Dalam beberapa kasus yang pernah terjadi, semua tuntutan ganti rugi tersebut dapat diselesaikan secara damai/musyawarah tanpa melibatkan pihak lain, karena apabila masalah tersebut di selesaikan melalui tuntutan Pengadilan justru masalah akan lebih lama diselesaikan karena para pihak harus mengikuti ketentuan/prosedur yang ditetapkan oleh Pengadilan, disamping juga memerlukan biaya dan waktu yang tidak sedikit, jadi para pihak sepakat untuk menyelesaikan kasus tersebut secara damai/musyawarah.

***Kata Kunci : Kredit, Hak Tanggungan, Sertipikat, Tanggung jawab kreditor atas hilangnya Sertipikat Hak Atas Tanah.***

## ABSTRACT

The execution of credit agreement using the security of Security Right at Bank Rakyat Indonesia Branch of Balikpapan has the guidance to the provisions issued by the Bank of Indonesia. The principles of credit include the process of credit requirements fulfillment, process of provision of credit decision, and at the stage of credit liquidation.

In providing/distributing credit to the debtor, creditor requires a security. That object of security is in form of a certificate of Right upon Land. The Right upon Land certificate will be imposed by the Security Right registered at the Land Affairs Office and saved by the creditor as the holder of Security Right until the debt of the debtor is settled. In its practice, it may happen that the right upon land certificate used as the security of debt is missing when it is saved by the creditor/holder of Security Right.

The used method of approach is the juridical-empirical method of approach, which is a method of approach examining secondary data in advance and then it is continued with a research of primary data in the field. The used specification in this research is a descriptive-analytical research, which is then analyzed qualitatively.

Based on the research results, it can be concluded that if such problem takes place, therefore, the creditor has the obligation and be responsible for the administration of replacement certificate and he/she should be responsible for all incurring fees until the replacement certificate is issued, and if the debtor submits a compensation charge caused by such problem, therefore, it will be settled peacefully based on a discussion and based on an agreement of the parties concerning the amount of compensation. If that peaceful measure fails, therefore, it will be settled using legal measures through a charge in a court.

In several cases that have taken place, all of compensation charges were settled using peaceful measures/discussions without involving other parties. Because if those problems were settled through charges in courts, they would take longer time to settle because the involved parties should follow the terms/procedures established by the court. Besides that, they needed a lot of expenses and time, so that, the involved parties were agree to settle those cases peacefully/through discussions.

***Keywords: credit, Security Right, certificate, creditor's responsibility for the missing Right upon Land Certificate***